

Exhibit B

(Exhibits to the Declaration of Christina Brown: Plaintiffs' Proposed Redactions)

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1 UNITED STATES DISTRICT COURT

2 NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

4 -----
5 IN RE: HIGH-TECH EMPLOYEE)

6 ANTITRUST LITIGATION) No. 11-CV-2509-LHK
7 -----
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10
11 Videotaped Deposition of Michael Devine, taken
12 at 275 Battery Street, 29th floor, San Francisco,
13 California, commencing at 9:17 a.m., Wednesday,
14 October 24, 2012, before Ashley Soevyn, CSR 12019.
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1 more broad side of that -- Office -- backend Office, 11:57:20
2 ERP, enterprise resource planning. I don't know. 11:57:25
3 Those are all domains. That's what I mean by 11:57:33
4 that. 11:57:36

5 Q. Which market domains do you have 11:57:48
6 qualifications to work in? 11:57:56

7 A. I can't answer that. It's tough to answer 11:58:05
8 that because, again, it depends on the perspective 11:58:08
9 of the hiring manager, hiring firm. I think I can 11:58:10
10 work in any market domain. And in fact, one thing I 11:58:15
11 point out as an asset is the fact that I quickly 11:58:22
12 adapt to market domains and am generally very 11:58:25
13 interested in learning them. 11:58:29

14 Some technical people like particular 11:58:36
15 languages, or some people like a particular 11:58:39
16 operating system, you know, preferences. I like to 11:58:42
17 kind of immerse myself a bit and care a lot about 11:58:45
18 the market domain of that product. 11:58:49

19 It gives it meaning, it's context, it's for 11:58:52
20 the work. It's an advantage if the hiring manager 11:58:54
21 is looking for that. It's a wash if they are not. 11:59:01
22 It's not like they are not looking at that. "Oh, 11:59:03
23 great. You're interested in our product domain." 11:59:07

24 If someone has a good bit of experience in 11:59:13
25 a particular niche, that would make them much more 11:59:18

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1	A. I would work in any market domain.	12:03:02
2	Q. What about -- what types of companies could	12:03:07
3	you work for?	12:03:12
4	A. Any type of company that needed software	12:03:13
5	engineering expertise. Or any company that was	12:03:18
6	interested in my expertise in any of these	12:03:27
7	particular market domains. There's this other thing	12:03:31
8	that some tech people do, which is technical product	12:03:34
9	management or we call them PMs at Microsoft.	12:03:38
10	Technical background, but they understand the	12:03:45
11	features and functions of the product space.	12:03:47
12	I could kind of work in both those areas.	12:03:55
13	Yeah, actually quite -- very flexible. So the	12:04:05
14	common threads are not restricting, they're an	12:04:14
15	advantage within that domain, but it's not that I	12:04:17
16	can't jump into anything that's completely foreign	12:04:20
17	to me and do it.	12:04:22
18	Q. You could work for any company that needs	12:04:30
19	software engineering with your skill set?	12:04:33
20	A. I think so.	12:04:36
21	Q. Looking at your resume, it appears that you	12:04:41
22	could work for technology companies and	12:04:46
23	non-technology companies?	12:04:50
24	A. Generally making technology for	12:04:57
25	non-technology companies. That's probably --	12:04:59

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1 depends on whether a company thinks its a technology 12:05:06
2 company or not. 12:05:10

3 Q. You worked for Merrill Lynch, for 12:05:10
4 example? 12:05:13

5 A. Yes. Which, depending on who you talk to, 12:05:14
6 is not a technology company. My boss thought it was 12:05:19
7 a technology company, actually. It is a matter of 12:05:22
8 perspective -- obviously they are a financial 12:05:30
9 company, but -- 12:05:33

10 Q. Could you work for a financial company? 12:05:33

11 A. Most, yes. 12:05:44

12 Q. Doing the software engineering work that 12:05:47
13 you're qualified to do? 12:05:48

14 A. Yes. I could probably do mathematical 12:05:50
15 modeling work too, simulation. Actually, when I was 12:05:53
16 at Merrill Lynch, I created a new way of looking at 12:05:58
17 a bond valuation over time -- that wasn't used for a 12:06:09
18 long time. So that was a bit of an analytical thing 12:06:14
19 that would have been more of an analyst, bond 12:06:18
20 analyst kind of role. But again, my job title was 12:06:24
21 mathematical programmer, I think at that time. 12:06:30

22 [REDACTED] 12:06:35

23 [REDACTED] 12:06:37

24 [REDACTED] 12:06:41

25 Q. And Bloomberg, would you put that into the 12:06:42

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1 list with the financial services? 12:06:44
2 A. I think of them more as -- way more toward 12:06:47
3 technology, but yeah. To their end customers they 12:06:50
4 are financial information and analysis, but -- 12:06:54
5 Q. What other types of companies could you 12:07:00
6 work -- you've mentioned financial services, 12:07:05
7 technology broadly speaking, but what other types of 12:07:07
8 companies could you work for with your skill set? 12:07:10
9 A. Any company can use my skills. And I 12:07:18
10 can -- I'm a generally smart guy, take on a lot more 12:07:21
11 roles than I have done in the past -- but didn't 12:07:25
12 mean they necessarily take me on, but I don't want 12:07:29
13 to rule out any type of company. You know, whether 12:07:35
14 it's my specific experience, it's a case-by-case 12:07:38
15 basis as to whether it's an advantage or not. If 12:07:45
16 that's an answer -- (Cross-talking.) 12:07:55
17 Q. Yeah and maybe it's -- since I'm asking 12:07:55
18 type of company, it sounds like you can work across 12:07:56
19 many industries? 12:07:59
20 A. Sure. 12:08:02
21 Q. Could you work at a company that 12:08:22
22 manufactures and distributes microprocessors? 12:08:28
23 A. Might have been if a recruiter saw my 12:08:45
24 resume before they killed the job. [REDACTED] 12:08:51
25 [REDACTED] 12:08:54

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1	It sounded like you got confused between	14:20:22
2	whether we were talking about jobs -- job	14:20:25
3	opportunities or compensation information.	14:20:28
4	A. Uh-huh.	14:20:31
5	Q. Okay. Let's focus on compensation	14:20:32
6	information. So describe every source of	14:20:37
7	information you have obtained or received about	14:20:43
8	compensation for jobs in the market.	14:20:46
9	A. Okay. Cold calls -- sorry, jobs. Did you	14:20:54
10	say jobs or compensation?	14:21:00
11	Q. Let's do this. Let's start with jobs.	14:21:02
12	Let's start with jobs. I'm going to re-ask the	14:21:07
13	question.	14:21:10
14	A. Sorry.	14:21:10
15	Q. That's okay. That's okay. Describe every	14:21:10
16	source of information you have obtained or received	14:21:14
17	about jobs.	14:21:16
18	A. That would be phone calls, co-workers,	14:21:22
19	professional contacts, and Internet resources such	14:21:26
20	as Monster.com, Ice.com, Hotjobs.com, the Washington	14:21:32
21	State unemployment job site. And assuming Internet	14:21:46
22	resources also means direct company websites.	14:22:10
23	So during that time period, I've used the	14:22:14
24	[REDACTED]	14:22:23
25	[REDACTED] I'm not sure which companies' specific	14:22:33

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1	websites other than that. Obviously --	14:22:39
2	Q. These are the career sites?	14:22:46
3	A. No, I'm speaking of the page when you go to	14:22:47
4	a company website and click "about" and then "jobs"	14:22:49
5	here -- is such and such company hiring? That's	14:22:52
6	what I meant when I'm listing those specific	14:22:55
7	companies.	14:22:58
8	Q. And you said during this time period, you	14:22:59
9	mean January 1, 2005 to present?	14:23:01
10	A. Yes. If it's to the present too, that one	14:23:06
11	that I mentioned that I used recently called a --	14:23:09
12	Simply Hired --	14:23:17
13	Q. Simply Hired.	14:23:17
14	A. -- now I remember it. Simply Hired. That	14:23:17
15	one was just I think an indexing that goes into the	14:23:21
16	actual -- wherever the job is actually listed.	14:23:23
17	Q. Between January 1, 2005 and the present,	14:23:30
18	have you used LinkedIn for job searches?	14:23:35
19	A. No. I was on there, but I never used it.	14:23:41
20	I set one up, I got connected to a handful of	14:23:45
21	friends and never used it.	14:23:49
22	Q. What about Facebook?	14:23:52
23	A. I take that back. Let me correct that. I	14:23:54
24	contacted a former colleague through it because I	14:23:57
25	did not have their e-mail address. So I used it for	14:24:01

1 that, but that wasn't really a -- that wasn't really 14:24:05
2 using it for networking. That was somebody I 14:24:08
3 already knew. I didn't have their e-mail address. 14:24:10
4 I just -- a weird little memory just popped into my 14:24:12
5 head. 14:24:15

6 Q. When you did that, was the purpose to 14:24:17
7 explore potential job opportunities? 14:24:19

8 A. Might have been that or it might have been 14:24:24
9 to ask for a reference. I don't remember. 14:24:26

10 Q. Do you recall if it was in connection with 14:24:31
11 looking for a job? 14:24:33

12 A. Either of those would be -- I would say, 14:24:34
13 yeah. It was not personal. 14:24:39

14 Q. Any other Internet sites or searches that 14:24:54
15 you've done to look for jobs between 2001 -- I mean, 14:24:59
16 January 1, 2005 and the present? 14:25:05

17 A. There are certainly others. I am not 14:25:10
18 recalling any specific ones right now. 14:25:15

19 Q. And I think I've seen your documents -- 14:25:21
20 technology forums that you belong to. 14:25:25

21 A. Oh, thank you. Yeah, a group called 14:25:28
22 Seattle Startups. It's an e-mail forum of people 14:25:35
23 who are looking for or interested in Seattle 14:25:46
24 technology startups or Seattle area technology 14:25:50
25 startups. 14:25:50

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1	Q.	You've used that as a --	14:25:51
2	A.	Yes.	14:25:54
3	Q.	-- source of potential jobs	14:25:54
4		opportunities?	14:26:03
5	A.	Yes. Feel free if you have additional	14:26:03
6		information to remind me at any time. My memory is	14:26:13
7		that way --	14:26:15
8	Q.	How about Craigslist? Have you searched	14:26:16
9		Craigslist for a potential job?	14:26:19
10	A.	Craigslist might be where I found out about	14:26:23
11		the Ratio Interactive job, which would explain why I	14:26:27
12		don't think I ever used Craigslist again to look for	14:26:33
13		a job. That's why you don't go to Craigslist to	14:26:35
14		look for a massage therapist, for example.	14:26:38
15	Q.	Mr. Devine, have you -- excuse me. Are you	14:26:48
16		aware that some companies have a career site where	14:26:52
17		you can submit your resume but not for a specific	14:27:00
18		position?	14:27:03
19	A.	Yes.	14:27:04
20		[REDACTED]	14:27:04
21		[REDACTED]	14:27:09
22		[REDACTED]	14:27:11
23		[REDACTED]	14:27:12
24		[REDACTED]	14:27:14
25		[REDACTED]	14:27:17

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1 Q. [REDACTED] 14:27:27
2 [REDACTED] 14:27:29
3 [REDACTED] 14:27:29
4 [REDACTED] 14:27:32
5 [REDACTED] 14:27:36
6 [REDACTED] 14:27:49
7 [REDACTED] 14:27:56
8 [REDACTED] 14:27:59
9 [REDACTED] 14:27:59
10 [REDACTED] 14:28:09
11 [REDACTED] 14:28:11
12 [REDACTED] 14:28:17
13 Q. Did you use Adobe's career site? 14:28:17
14 A. I am not sure. I don't recall if I did. I 14:28:24
15 may have had to when I was a permanent -- sorry, 14:28:34
16 when I was a contract employee and then was applying 14:28:38
17 to convert to permanent status. I might have had to 14:28:45
18 go onto the site to actually do that as a formality, 14:28:49
19 instead of just walking over to my boss's office and 14:28:54
20 handing him my resume. 14:29:01
21 A job with Manpower, whichever temp firm it 14:29:04
22 was when I was there, it was for the same role as 14:29:07
23 when I became a permanent -- a permanent -- yeah, 14:29:08
24 employee for Adobe -- for the same manager. I don't 14:29:15
25 remember. I probably -- per the rules, had to use 14:29:22

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1	the site. Once I was an employee, then they have an	14:29:24
2	internal site, I think, if I remember correctly.	14:29:35
3	Q. And did you submit any applications with	14:29:38
4	the internal site for jobs that were available at	14:29:42
5	Adobe?	14:29:45
6	A. I'm pretty sure I did. The -- more than	14:29:46
7	one -- and one specific one I remember is I think	14:29:50
8	applying for a security related job, like security	14:29:52
9	for the secure software team. I think I did that	14:29:58
10	through the site.	14:30:07
11	Q. Any other companies that you recall?	14:30:13
12	A. Not spontaneously.	14:30:15
13	Q. Did you -- for example, did you use Apple's	14:30:17
14	site?	14:30:22
15	A. I'm not sure if I did during that time	14:30:25
16	period. I did apply or submitted my resume through	14:30:28
17	a colleague or a referral. I don't remember if I	14:30:36
18	used the site for that or not.	14:30:40
19	Q. And do you recall the name of the	14:30:45
20	colleague?	14:30:49
21	[REDACTED] [REDACTED]	14:30:50
22	Q. About when did you do that? You submitted	14:30:58
23	your resume because of a reference from [REDACTED]	14:31:01
24	[REDACTED]	14:31:06
25	A. I think it was 2005, I think it was.	14:31:08

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1	Q. And did you interview with Apple?	14:31:18
2	A. Yes.	14:31:19
3	Q. Do you recall what job you were applying	14:31:21
4	to?	14:31:24
5	A. No, actually, I don't.	14:31:25
6	Q. Was this while you were working as a	14:31:29
7	contractor for Microsoft in 2005?	14:31:35
8	A. Yes, I think it was.	14:31:42
9	Q. Did you receive an offer from Apple?	14:31:43
10	A. No.	14:31:52
11	Q. After the interview, did Apple -- rejected	14:32:09
12	your application? In other words, they went with	14:32:12
13	another candidate?	14:32:17
14	A. I guess it was probably -- yeah, it was	14:32:26
15	rejected for the position. It wasn't that I said in	14:32:28
16	that case --	14:32:28
17	Q. You did not withdraw your candidacy for the	14:32:28
18	position that you interviewed for?	14:32:34
19	A. I don't believe I did.	14:32:36
20	Q. And having spoken of that one incident, did	14:32:47
21	you otherwise use the career site at Apple at any	14:32:53
22	time between January 1, 2005 and the present?	14:33:02
23	A. I don't specifically recall doing that, but	14:33:09
24	there's a good chance I did, quite honestly. I	14:33:12
25	don't know. You know, I did have an interaction. I	14:33:15

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1	recalled when putting together the e-mail stuff in	14:33:21
2	2008. And I don't know if that involved interaction	14:33:27
3	with the site or not.	14:33:31
4	Q. Do you recall how you were contacted in	14:33:34
5	2008?	14:33:36
6	MR. HARVEY: Objection, vague. And	14:33:40
7	objection, misstates prior testimony.	14:33:43
8	THE WITNESS: I don't recall.	14:33:55
9	BY MR. KIERNAN:	14:33:56
10	Q. Did you apply for a job with Apple in	14:33:56
11	2008?	14:34:04
12	A. I don't recall.	14:34:08
13	Q. Do you recall withdrawing your application	14:34:11
14	because the position that was offered by Apple --	14:34:15
15	A. I remember changing my mind about being	14:34:25
16	interested in a position. I don't know if I	14:34:27
17	actually applied for the position or if a recruiter	14:34:29
18	contacted me. I don't remember.	14:34:45
19	Q. Have you used career sites -- putting aside	14:34:49
20	Adobe and Apple -- have you used a career site of	14:34:52
21	any other defendant in this lawsuit?	14:34:55
22	A. Probably Google. I use that site.	14:35:02
23	Q. And do you recall specifically using	14:35:12
24	Google's career site?	14:35:15
25	A. Maybe also in 2005. Maybe I did not --	14:35:21

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1	maybe I did, maybe I did not. If you have	14:35:32
2	information that might help -- you remember -- that	14:35:37
3	might help. And I do recall also e-mailing to	14:35:45
4	someone I knew who did work there, my resume. And	14:35:49
5	it was in 2009 maybe.	14:36:01
6	Q. Who did you send your e-mail -- or your	14:36:10
7	resume to in 2009 at Google?	14:36:16
8	A. I don't remember his name.	14:36:29
9	Q. Do you recall why you sent your resume?	14:36:30
10	A. Yes.	14:36:33
11	Q. Why?	14:36:35
12	A. I met him at a coffee shop in Seattle, and	14:36:37
13	I talked to him about my art work, which is	14:36:46
14	technology-based art work. And he was really	14:36:49
15	impressed with it and said, "You should come work at	14:36:55
16	Google."	14:37:02
17	And I did not follow-up immediately, and	14:37:03
18	then I followed up at some later point. I don't	14:37:09
19	know what the gap was. That's how I remember it.	14:37:12
20	Q. After that, you sent your resume to this	14:37:20
21	individual, did you apply for a job with Google?	14:37:25
22	A. I don't recall. I don't think I did.	14:37:31
23	Maybe I did.	14:37:35
24	Q. Have you ever applied for a job at	14:37:38
25	Google?	14:37:41

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1	MR. HARVEY: Objection, asked and	14:37:42
2	answered.	14:37:43
3	THE WITNESS: I was saying that -- that	14:37:47
4	counts -- sending to a Google employee for referral,	14:37:49
5	if that counts. And also, I may have applied in	14:37:53
6	2005, but I'm not sure if I did. I think I did.	14:37:57
7	BY MR. KIERNAN:	14:38:02
8	Q. Any other defendants that you used their	14:38:08
9	career site? And the other defendants are Intuit,	14:38:14
10	Pixar, Lucasfilm, and Intel.	14:38:27
11	A. Not that I recall. If you have, again,	14:38:29
12	other information, feel free to remind me.	14:38:32
13	Q. With respect to Apple's career website,	14:38:35
14	have you ever submitted your resume and your	14:38:44
15	application or used it without prompting from	14:38:47
16	someone else? In other words, you went there, you	14:38:58
17	know, you decided to go to Apple's website and use	14:39:03
18	the career site.	14:39:11
19	And what I'm trying to distinguish when I	14:39:13
20	re-ask the question is, you can have a circumstance	14:39:16
21	where a recruiter tells you if you're going to	14:39:19
22	submit your application, you got to do it through	14:39:22
23	the career site.	14:39:25
24	I want to focus on you, on your own, you	14:39:26
25	searching for jobs and your exploring job	14:39:29

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1 opportunities at various companies. Like when you 14:39:32
2 mentioned [REDACTED] 14:39:36
3 [REDACTED] Have you used Apple in 14:39:38
4 Apple's career site in that way? 14:39:44
5 MR. HARVEY: Objection, vague. 14:39:47
6 THE WITNESS: I don't recall, but there's a 14:39:54
7 good chance I did. And the way my memory works, if 14:39:55
8 I'm shown a specific, I may suddenly remember all 14:39:59
9 kinds of weird, peculiar details about it. 14:40:08
10 BY MR. KIERNAN: 14:40:15
11 Q. Okay. Any other ways that you -- between 14:40:15
12 January 1, 2005 and the present that you have looked 14:40:17
13 for job opportunities or received information about 14:40:23
14 job opportunities? 14:40:27
15 MR. HARVEY: Objection, asked and 14:40:28
16 answered. 14:40:30
17 MR. KIERNAN: I asked "any other ways." 14:40:31
18 THE WITNESS: Uh-huh. 14:40:33
19 MR. HARVEY: Same objection. 14:40:37
20 THE WITNESS: As far as I can recollect 14:40:37
21 now, I think every method fits into those categories 14:40:40
22 we've discussed. 14:40:45
23 BY MR. KIERNAN: 14:40:49
24 Q. Focusing on the pre-2005 period, did you 14:40:49
25 use the same sources of information to explore job 14:40:54

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1	opportunities or receive information about job	14:41:01
2	opportunities?	14:41:04
3	A. Roughly.	14:41:10
4	Q. What would be different?	14:41:12
5	A. Specific company sites would be different	14:41:14
6	specific companies, I would assume. Different	14:41:18
7	e-mail groups. In Colorado, there is Rocky Mountain	14:41:23
8	Internet User Group. That is one. I think in the	14:41:31
9	Bay Area there is one too, I don't know what it's	14:41:37
10	called. But the same idea again.	14:41:39
11	Q. Okay. Now, I want to put aside the jobs.	14:42:09
12	Now, I want to focus on compensation.	14:42:12
13	A. Okay.	14:42:14
14	Q. So going back to interrogatory number 7 --	14:42:15
15	and I want to focus again like we did on January 1,	14:42:23
16	2005 to the present time period.	14:42:26
17	Describe every source of information you've	14:42:28
18	obtained or received about compensation for jobs in	14:42:30
19	the market.	14:42:35
20	A. The difference would be for the time period	14:42:48
21	from 2005, it would be that I don't specifically	14:42:50
22	recall information from co-workers.	14:42:56
23	Q. Okay. So you received compensation	14:43:06
24	information from cold calls?	14:43:07
25	A. Spam calls and cold calls, yeah.	14:43:12

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1 Q. Spam calls and cold calls. What other 14:43:23
2 sources of information did you obtain or receive 14:43:26
3 compensation information between January 1, 2005 and 14:43:30
4 the present? 14:43:35

5 A. Any professional contacts that I don't 14:43:37
6 recall specific instances -- Internet resources -- 14:43:40
7 job listings often say, "Here is the range you're 14:43:44
8 looking for." Of course, usually stated low. 14:43:47

9 And news sites about salary or 14:43:54
10 compensation -- may have looked at like Salary.com 14:44:05
11 or Glass Door or whatever -- Ceiling.com. But 14:44:16
12 briefly, I recall -- I don't know when, but I recall 14:44:35
13 looking at those and kind of thinking this is -- 14:44:38
14 like reliable information. So it wasn't anything I 14:44:50
15 based any decisions on. 14:44:58

16 Q. It looks like in your documents you were 14:45:00
17 signed up with Payscale.com. Do you recall that? 14:45:04

18 A. Yeah, maybe. 14:45:10

19 Q. You don't recall? 14:45:11

20 A. I vaguely recall, if that's the one -- when 14:45:13
21 does it -- in my documents, when did it say I was 14:45:18
22 signed up with them? Do you remember? 14:45:21

23 Q. 2007. 14:45:23

24 A. Okay. I don't remember that. I did 14:45:27
25 obviously, but I don't remember it though. 14:45:41

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1	Q. Any other Internet sources that you used	14:45:49
2	between January 1, 2005 and the present to obtain or	14:45:55
3	receive information about compensation?	14:46:00
4	A. Not that I recall, beyond what's already	14:46:07
5	been indicated.	14:46:10
6	Q. And you mentioned professional contacts. I	14:46:11
7	want to make sure I understand what you mean by	14:46:15
8	that. What do you mean when you use that phrase,	14:46:18
9	"professional contacts" as a source for compensation	14:46:21
10	information?	14:46:23
11	A. I would usually mean people that I don't	14:46:24
12	presently work with who are friends in the same	14:46:27
13	field maybe. I honestly don't remember specific	14:46:35
14	instances of that kind of information. And then	14:46:41
15	maybe information in those user groups, technology	14:46:46
16	user groups.	14:46:51
17	Q. Having gone through a list of sources, any	14:47:17
18	other list -- any other sources that you have not	14:47:20
19	mentioned that you used between January 1, 2005 and	14:47:23
20	the present to obtain or receive compensation	14:47:26
21	information?	14:47:29
22	MR. HARVEY: Objection, asked and	14:47:29
23	answered.	14:47:32
24	THE WITNESS: Not that I can specifically	14:47:32
25	recall.	14:47:39

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1	BY MR. KIERNAN:	14:47:41
2	Q. I want to focus on the pre-January 1, 2005	14:47:41
3	period. What sources did you use to obtain or	14:47:46
4	receive compensation information about jobs?	14:47:51
5	A. Job listings I had. I don't know. Same	14:48:09
6	things.	14:48:11
7	Q. Same sources?	14:48:12
8	A. Types of sources. Same types of sources.	14:48:13
9	Q. Between January 1, 2005 and the present,	14:48:18
10	were there certain types of sources that you used	14:48:23
11	more than others to obtain compensation information?	14:48:27
12	A. I honestly did not spend much time at all	14:48:32
13	gathering compensation information.	14:48:37
14	Q. Why not?	14:48:39
15	A. I don't know. I just don't necessarily	14:48:56
16	think it was very reliable or relevant. Or at the	14:48:59
17	end of the day, it was down to specific jobs and	14:49:15
18	what they said they were willing to pay.	14:49:22
19	Q. So the sources that you just described that	14:50:00
20	you used to obtain or receive compensation	14:50:03
21	information between January 1, 2005 and the present,	14:50:05
22	you felt were unreliable?	14:50:16
23	A. Yes.	14:50:22
24	Q. And that's why you did not use them?	14:50:22
25	A. I think the actual market, rather than	14:50:30

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1 other than Dashwire? 16:02:33
2 A. There probably be the one that -- 16:02:36
3 Q. The web services? 16:02:38
4 A. The Ratio Interactive -- 16:02:39
5 Q. Okay. 16:02:42
6 A. As far as I can recall, there is nobody 16:03:14
7 missing. 16:03:17
8 I wrote at one point a bunch of contract 16:03:27
9 jobs into a bundle with various clients. There is a 16:03:30
10 list in there. 16:03:37
11 I guess my Word, Inc. startup is not listed 16:03:47
12 there. It isn't really an employer -- of course 16:03:50
13 neither is Exfoliate. 16:04:02
14 Q. Okay. So Ratio Interactive, Dashwire, and 16:04:14
15 Word, Inc. are missing from the list of employers? 16:04:18
16 A. It would appear so. Unless I mentioned the 16:04:21
17 Word stuff. Okay. Quest is there. 16:04:29
18 Q. And then if you look at Exhibit 60, your 16:05:14
19 education, it states University of Mexico, bachelor 16:05:17
20 of fine arts, electronic art, sculpture, and 16:05:21
21 photography. Do you see that? 16:05:26
22 A. Uh-huh. 16:05:27
23 Q. That's not accurate, right? 16:05:32
24 A. That would be correct. 16:05:36
25 Q. In some older resumes, you include a 16:05:41

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1	Adobe, applying to a job at Google?	18:06:48
2	A. Not specifically, unless -- where was the	18:06:52
3	e-mail? I don't recall specifically if I did or	18:07:03
4	not.	18:07:06
5	MR. KIERNAN: Handing you what's been	18:07:10
6	marked as Exhibit 75.	18:07:14
7	(Exhibit 75 marked for identification.)	18:07:22
8	BY MR. KIERNAN:	18:07:22
9	Q. Do you recognize this as a exchange that	18:07:22
10	you had in January of 2008 with Alison Fortunato?	18:07:26
11	A. Okay.	18:07:38
12	Q. Do you know who Alison Fortunato is?	18:07:40
13	A. It would be someone recruiting from	18:07:48
14	Google -- for Google.	18:07:53
15	MR. KIERNAN: Let me quickly hand you	18:07:56
16	what's been marked as Exhibit 76. And keep 75	18:07:58
17	handy.	18:08:02
18	(Exhibit 76 marked for identification.)	18:08:02
19	THE WITNESS: Okay.	18:08:05
20	BY MR. KIERNAN:	18:08:05
21	Q. Do you recognize this as an e-mail dated	18:08:05
22	February 12, 2008 from you to Alison Fortunato at	18:08:06
23	Google.com?	18:08:11
24	A. Yes.	18:08:27
25	Q. Okay. You see at the bottom it states	18:08:28

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1	Alison Fortunato, technical sourcer, Google, Inc.	18:08:30
2	Do you see that? Way at the bottom.	18:08:37
3	A. Yes.	18:08:38
4	Q. Does that refresh your recollection that	18:08:38
5	she was a sourcer for Google?	18:08:40
6	A. Whatever a sourcer is. I'm assuming it's	18:08:43
7	recruiters.	18:08:55
8	Q. And here she's informing you that they have	18:08:59
9	decided to pass on your candidacy for the position;	18:09:01
10	is that right?	18:09:10
11	A. Yes.	18:09:10
12	Q. Were there any other times that you applied	18:09:17
13	to Google?	18:09:22
14	A. I e-mailed that one contact I had at Google	18:09:26
15	that we previously spoke about. And I -- I think I	18:09:29
16	applied in '05 sometime, maybe. That's as much as I	18:09:38
17	remember.	18:09:54
18	Q. According to your e-mail, your application	18:09:54
19	was rejected after a technical screening; is that	18:09:56
20	right? Looking at Exhibit 76.	18:10:03
21	A. No. It would -- I'm sorry. The question	18:10:21
22	was, I was rejected because of a technical	18:10:22
23	screening?	18:10:25
24	Q. After having a technical screening at	18:10:26
25	Google.	18:10:29

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1 A. No. I was indicating that I did not have a 18:10:30
2 technical screening. 18:10:34

3 Q. Okay. So did you have any interviews with 18:10:36
4 Google? 18:10:40

5 A. I don't think I did. 18:10:47

6 Q. She says at the bottom, "I really enjoyed 18:10:49
7 our chat, however, at this time, after reviewing the 18:10:52
8 feedback, we feel it's not going to be a perfect 18:10:55
9 match." 18:11:04

10 A. Uh-huh. 18:11:04

11 Q. Do you recall having any telephone or 18:11:04
12 in-person interviews with people at Google? 18:11:09

13 A. No. I think this was a conversation with 18:11:14
14 Alison, and I don't think it was really technically 18:11:16
15 substantive. So it was not a technical screening. 18:11:19
16 It was -- I don't remember the substance of it, 18:11:22
17 but -- 18:11:29

18 Q. I got it. In your response -- you were 18:11:29
19 asking for a technical screening? 18:11:32

20 A. Pointing out that, yeah, obviously 18:11:35
21 something about my resume, say perhaps that I was 18:11:37
22 currently working at Adobe, but I don't know -- I 18:11:41
23 don't know why -- something I said to her or my 18:11:49
24 resume. I don't know. 18:11:54

25 Q. Looking back at Exhibit 75, if you could -- 18:11:56

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1 STATE OF CALIFORNIA) ss:

2 COUNTY OF MARIN)

3

4 I, ASHLEY SOEVYN, CSR No. 12019, do hereby
5 certify:

6 That the foregoing deposition testimony was
7 taken before me at the time and place therein set
8 forth and at which time the witness was administered
9 the oath;

10 That the testimony of the witness and all
11 objections made by counsel at the time of the
12 examination were recorded stenographically by me,
13 and were thereafter transcribed under my direction
14 and supervision, and that the foregoing pages
15 contain a full, true and accurate record of all
16 proceedings and testimony to the best of my skill
17 and ability.

18 I further certify that I am neither counsel for
19 any party to said action, nor am I related to any
20 party to said action, nor am I in any way interested
21 in the outcome thereof.

22 IN THE WITNESS WHEREOF, I have transcribed my
23 name this 31st day of October, 2012.
24


ASHLEY SOEVYN, CSR 12019

25
Page 265

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

IN RE: HIGH-TECH EMPLOYEE)

ANTITRUST LITIGATION) NO. 11-CV-2509-LHK

VIDEOTAPED DEPOSITION OF MARK FICHTNER

San Francisco, California

Monday, October 15, 2012

Volume I

Reported by:

ASHLEY SOEVYN

CSR No. 12019

Job No. 1541278

PAGES 1 - 233

1	testimony today?	09:20:38
2	A. No, sir.	09:20:39
3	Q. Okay. If I ask you a question that you	09:20:41
4	don't understand, please let me know. I'm not	09:20:42
5	trying to trick you. I'm not trying to confuse you.	09:20:45
6	If there is anything you don't understand, let me	09:20:49
7	know, and I'll try to do better. Fair enough?	09:20:52
8	A. Yes, sir.	09:20:54
9	Q. Okay. Now, you are currently employed at	09:20:55
10	Marvell; is that right?	09:21:00
11	A. Yes, sir.	09:21:01
12	Q. Is that how you pronounce it? Marvell?	09:21:02
13	A. Yes, sir.	09:21:03
14	Q. What does Marvell do?	09:21:04
15	A. Marvell is a fabless semiconductor company.	09:21:05
16	Q. And you are a software engineer; is that	09:21:07
17	right?	09:21:10
18	A. Yes, sir.	09:21:10
19	Q. Is there any more specific description that	09:21:11
20	you would use for what you do?	09:21:13
21	A. I write -- in this particular job, I write	09:21:17
22	automation software. Generally, software that	09:21:21
23	automates business processes, may automate	09:21:24
24	engineering processes. In general, Windows	09:21:27
25	software. I have done other software as well.	09:21:29

1 absolutely at the point -- at the time that I came 09:25:14
2 in it was a very new technology and was a very 09:25:16
3 integral technology to software development today. 09:25:18
4 Q. Is it fair to say or not that the type of 09:25:23
5 software engineering that you do is functionally 09:25:27
6 different than, let's say, being a web developer? 09:25:31
7 A. It is not fair to say that. 09:25:37
8 Q. Okay. 09:25:41
9 A. Microsoft has been working to bring the two 09:25:41
10 technologies together. And within a year of doing 09:25:45
11 the development, either for a Windows application or 09:25:47
12 a Windows website would be exactly the same. 09:25:49
13 In terms of basic software, the 09:25:51
14 applications have the same constructs, 09:25:54
15 object-oriented constructs. The only difference is 09:25:57
16 the platform that you're viewing it on. On the 09:26:01
17 website it's generic, you have to assume that you're 09:26:02
18 viewing different windows -- or you're on different 09:26:09
19 platforms and that sort of thing. 09:26:10
20 On the Windows platform it is more 09:26:13
21 specific. You know you're running on Windows. But 09:26:14
22 otherwise, the skills are exactly the same. 09:26:17
23 Q. Then should I take from that that you would 09:26:22
24 be qualified to be a web developer? 09:26:24
25 A. I have developed websites for Intel, mainly 09:26:28

1	developed?	09:27:47
2	A. I want to answer the question this way.	09:27:56
3	When professional companies interview candidates for	09:27:59
4	any software area, often they are more interested in	09:28:03
5	folks that are great problem solvers. And the	09:28:06
6	series of questions that they ask are not generally	09:28:09
7	whether you're proficient at a specific language or	09:28:12
8	a specific application.	09:28:16
9	They are more concerned with if you have	09:28:16
10	the ability to, number one, find the information	09:28:18
11	that you need, and if you have the ability to solve	09:28:20
12	tricky algorithms and come up with unique solutions.	09:28:23
13	In interviews that I've had with Microsoft	09:28:27
14	and Intel, the interviews were often focused in that	09:28:29
15	particular area than rather, you know, "Do you	09:28:32
16	understand our particular web technology," or that	09:28:34
17	sort of thing.	09:28:36
18	So in terms of can I get a great software	09:28:37
19	job? Yes. I can pretty much get in anywhere.	09:28:41
20	Would I directly apply for a web application job?	09:28:44
21	More than likely not.	09:28:49
22	Q. When you say that you could probably get a	09:28:50
23	great software engineering job anywhere, can you	09:28:54
24	expand on that a little bit?	09:28:57
25	MS. SHAVER: Objection, vague.	09:28:59

1	Any piece of silicon that goes out has a	10:09:12
2	piece of software as well. **. And any kind of	10:09:14
3	personal device that runs on a Windows machine, I	10:09:18
4	can write software for in order to enhance the user	10:09:21
5	experience.	10:09:25
6	Q. Okay. That's helpful, thanks. Turn back	10:09:26
7	to Exhibit 19, if you would, on page 7 -- sorry,	10:09:32
8	page 9.	10:09:44
9	If you look at page 9 at lines 17 to 18, it	10:09:49
10	says there that you've used co-workers, professional	10:09:56
11	contacts, and Internet resources such as Monster.com	10:10:00
12	to get information about jobs or compensation in the	10:10:05
13	market; is that right?	10:10:07
14	A. Yes.	10:10:10
15	Q. Which of those sources did you use for	10:10:10
16	information about jobs and which did you use for	10:10:13
17	information about compensation?	10:10:15
18	A. So certainly Monster.com occasionally will	10:10:27
19	publish -- they obviously publish jobs, and	10:10:31
20	occasionally they do publish wages or wage range, so	10:10:36
21	they were both -- co-workers, obviously the jobs	10:10:40
22	that I got were from people that I had worked with	10:10:43
23	in the past. So I obviously got both from them.	10:10:46
24	Professional contacts, most of my professional	10:10:51
25	contacts were former co-workers, so kind of the same	10:10:59

1	answer for that.	10:11:02
2	Q. Both those jobs and compensation would	10:11:04
3	apply there as well?	10:11:07
4	A. Yes.	10:11:08
5	Q. Okay. And you mentioned before that there	10:11:09
6	was a -- I think you said a large group of folks at	10:11:12
7	Intel that you could talk to about different jobs	10:11:15
8	that were available in the companies, right?	10:11:19
9	A. Yes.	10:11:21
10	Q. And would compensation that was available	10:11:22
11	at those different jobs also be part of that	10:11:23
12	discussion?	10:11:26
13	A. Intel has a policy to not discuss wages	10:11:27
14	while within Intel. And so in general we -- while	10:11:32
15	in Intel, we generally didn't discuss very often	10:11:35
16	wages -- outside of a conversation I had with a	10:11:43
17	manager where he/she would show you grade ranges and	10:11:45
18	that sort of thing. So it was not a discussion that	10:11:47
19	I often had with folks about what they were being	10:11:52
20	paid.	10:11:54
21	Q. Would you occasionally ever?	10:11:55
22	A. Not specifically for cash ranges. I think	10:11:58
23	the only kind of conversations that I had were if	10:12:03
24	somebody got promoted or that sort of thing. I was	10:12:08
25	curious. Especially if it was a former employee of	10:12:11

<p>1 mine. And again, I was a manager for a particular 2 period of time up at Intel. I pretty much had 3 complete knowledge of what I made as well as what 4 people underneath me made as well as what the ranges 5 were.</p> <p>6 Q. And what about -- did you have any 7 knowledge that came with being a manager of what 8 other managers or your peers were making?</p> <p>9 A. In general, no. Not unless they ended up 10 working for me, which might have happened.</p> <p>11 Q. Can you describe a little bit more the 12 policy that you say Intel had? I want to make sure 13 I understand that -- not to discuss each other's 14 wages at Intel? Is that the idea?</p> <p>15 A. Not to discuss -- yes -- each other's 16 wages, or the grade level or -- they had a 17 different -- I don't necessarily remember a paper 18 specifically stating it, but I do remember in our 19 training sessions when we took -- information, like 20 what kind of information was confidential and that 21 sort of thing.</p> <p>22 Mainly the focus was the company was trying 23 to make sure that Intel did not make mistakes of, 24 you know, since they were in the service business 25 for little while, leaking out information, that sort</p>	<p>10:12:15 10:12:17 10:12:20 10:12:23 10:12:27 10:12:27 10:12:28 10:12:31 10:12:37 10:12:40 10:12:46 10:12:47 10:12:50 10:12:53 10:12:55 10:12:58 10:13:02 10:13:05 10:13:08 10:13:11 10:13:14 10:13:15 10:13:18 10:13:24 10:13:26</p>
---	---

1 A. In terms of this question, I no longer know 11:24:09
2 what you mean by the question. So if you would 11:24:13
3 define it, then I can give you a more accurate 11:24:15
4 answer. In terms of that question, a lot. A lot of 11:24:18
5 the e-mails I got through Monster are for contract 11:24:24
6 positions. I've never on Monster indicated that I 11:24:29
7 was interested in a contract position. So yes, a 11:24:33
8 lot of the e-mails seem to be spam of nature. 11:24:36

9 Q. So they are spam as opposed to being 11:24:40
10 serious because you were not interested in the 11:24:43
11 positions they were offering? 11:24:44

12 A. They are spam because they don't consider 11:24:46
13 the details of which you list, for what you're 11:24:49
14 interested in. 11:24:53

15 Q. Right. So whether it's serious or not 11:24:57
16 depends on what you're interested in -- in part? 11:25:00

17 A. Or the interest that you list on the site. 11:25:03
18 Again, my definition, not yours. As you indicated, 11:25:11
19 my definition is vague. 11:25:23

20 Q. What serious telephone cold calls have you 11:25:27
21 received? 11:25:35

22 A. As indicated on the sheet, I haven't 11:25:36
23 received a phone call from an employer first. 11:25:40

24 Q. Okay. So I just want to make sure I've got 11:25:55
25 it. So you've never received what you consider to 11:25:55

1	MS. SHAVER: Objection, assumes facts not	12:22:52
2	in evidence.	12:22:53
3	THE WITNESS: I didn't calculate.	12:22:55
4	BY MR. HINMAN:	12:22:57
5	Q. Well, you said -- didn't you tell me	12:22:57
6	earlier that that was part of your decision to go to	12:22:59
7	the Lab?	12:23:01
8	A. Yes, but I didn't do a financial	12:23:01
9	calculation.	12:23:04
10	Q. You put no value on that whatsoever?	12:23:04
11	MS. SHAVER: Objection, mischaracterizes	12:23:06
12	testimony.	12:23:08
13	THE WITNESS: I placed value on it. I	12:23:08
14	didn't do a financial or a monetary calculation of	12:23:11
15	what that would be worth.	12:23:14
16	BY MR. HINMAN:	12:23:15
17	Q. So there was greater than zero, but you	12:23:15
18	didn't know or think about how much greater than	12:23:19
19	zero; is that right?	12:23:22
20	A. I didn't do a numeric calculation.	12:23:23
21	Q. Okay. So when you left Marvell, is it	12:23:31
22	right to say -- well, do you know how much you were	12:23:34
23	making all in when you left Marvell?	12:23:37
24	MS. SHAVER: Objection, vague.	12:23:44
25	THE WITNESS: Are you referring to salary	12:23:46

1 and there. 12:32:51

2 Q. Have you ever applied for a job in the Bay 12:32:52
3 Area? 12:32:55

4 A. I believe originally when I was working 12:32:56
5 for -- when I was in college, I was interested in 12:33:04
6 actually working in the Bay Area. The recruiter 12:33:06
7 talked me into moving into Arizona, but my return 12:33:09
8 was moving ** -- the Santa Clara area. 12:33:14

9 Q. So that was in '93 at the beginning of your 12:33:18
10 career? 12:33:23

11 A. Yes. 12:33:24

12 Q. Did you have any particular companies in 12:33:24
13 mind at that time in the Bay Area that you might 12:33:26
14 like to work for? 12:33:29

15 A. Well, Intel at that time. I had 12:33:34
16 [REDACTED] 12:33:37

17 [REDACTED] In '93, I don't recall there 12:33:40
18 being a lot of opportunity. 12:33:49

19 Q. A lot fewer choices back then than there 12:33:51
20 were in the 2000s? 12:33:54

21 A. Yes. 12:33:55

22 Q. Okay. Now, in May of '08, you returned to 12:33:56
23 Arizona from Utah, right? 12:33:58

24 A. Yes. 12:34:00

25 Q. And you went back to work for Intel; is 12:34:01

1	go up one or down one. It could not have extended	13:54:23
2	to what they wanted to hire me as. So they had to	13:54:27
3	shut down one job and open up a new one.	13:54:29
4	Q. At what point in that process of getting a	13:54:34
5	job in 2008 did you discuss compensation? Was that	13:54:35
6	on the one phone call that you had with Rana?	13:54:39
7	A. Probably an arranged discussion, but the	13:54:52
8	actual real number didn't come until the actual	13:54:54
9	offer.	13:55:05
10	Q. And so how and when did the offer come	13:55:06
11	after you had the conversation with Rana?	13:55:11
12	A. After I applied for the job it then went	13:55:15
13	through normal processes at Intel, and they had to	13:55:17
14	fill out paperwork, and it got approval, and	13:55:21
15	eventually an HR person had made a phone call to me.	13:55:23
16	And I accepted at that point.	13:55:29
17	Q. Did you negotiate the compensation?	13:55:34
18	A. No.	13:55:37
19	Q. How come?	13:55:40
20	A. Probably because it was somewhat of an	13:55:41
21	urgent -- an urgent move.	13:55:51
22	Q. Well, if you felt the compensation was	13:55:53
23	below market, would you have mentioned that?	13:55:55
24	A. The offer value was fair. The grade level	13:56:00
25	was not to my liking.	13:56:06

1	Q.	[REDACTED]	15:25:17
2	[REDACTED]		15:25:22
3	MS. SHAVER: Objection, calls for		15:25:26
4	speculation.		15:25:28
5	THE WITNESS: I don't know.		15:25:30
6	BY MR. HINMAN:		15:25:31
7	Q.	[REDACTED]	15:25:31
8	MS. SHAVER: Same objection.		15:25:35
9	THE WITNESS: I don't know.		15:25:36
10	BY MR. HINMAN:		15:25:38
11	Q. Well, those were alternative choices that		15:25:38
12	you had, right?		15:25:40
13	A. I don't agree with the premise.		15:25:53
14	Q. You told me earlier today that you could		15:25:54
15	work at any company that had software, right? Yes		15:25:56
16	or no, you told me that?		15:26:11
17	A. I can contribute to any company that		15:26:13
18	produces software, right.		15:26:14
19	Q. And so at some level, any company that		15:26:16
20	produces software is in competition for, not you		15:26:22
21	personally, but employees like you, right?		15:26:26
22	MS. SHAVER: Object to form.		15:26:31
23	THE WITNESS: Again, I am not agreeing with		15:26:43
24	your word "compete."		15:26:45
25	BY MR. HINMAN:		15:27:03

1 STATE OF CALIFORNIA) ss:

2 COUNTY OF MARIN)

3

4 I, ASHLEY SOEVYN, CSR No. 12019, do hereby
5 certify:

6 That the foregoing deposition testimony was
7 taken before me at the time and place therein set
8 forth and at which time the witness was administered
9 the oath;

10 That the testimony of the witness and all
11 objections made by counsel at the time of the
12 examination were recorded stenographically by me,
13 and were thereafter transcribed under my direction
14 and supervision, and that the foregoing pages
15 contain a full, true and accurate record of all
16 proceedings and testimony to the best of my skill
17 and ability.

18 I further certify that I am neither counsel for
19 any party to said action, nor am I related to any
20 party to said action, nor am I in any way interested
21 in the outcome thereof.

22 IN THE WITNESS WHEREOF, I have transcribed my
23 name this 22nd day of October, 2012.

24


ASHLEY SOEVYN, CSR 12019

25

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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

IN RE: HIGH-TECH EMPLOYEE)

ANTITRUST LITIGATION) NO. 11-CV-2509-LHK

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

VIDEOTAPED DEPOSITION OF SIDDHARTH HARIHARAN

San Francisco, California

Friday, October 12, 2012

Volume I

Reported by:

ASHLEY SOEVYN

CSR No. 12019

Job No. 1541277

PAGES 1 - 310

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1	A.	Yes.	09:14:40
2	Q.	And did you move from San Francisco to El	09:14:41
3		Salvador at some point after you left Zynga?	09:14:43
4	A.	Yes.	09:14:48
5	Q.	And you left Zynga in about April of	09:14:48
6		2010?	09:14:51
7	A.	Yes.	09:14:51
8	Q.	At what point did you -- strike that.	09:14:53
9		At some point, did you move from El	09:14:56
10		Salvador to Surrey, British Columbia?	09:14:58
11	A.	Yes.	09:15:00
12	Q.	When did you move from El Salvador to	09:15:00
13		Surrey, British Columbia?	09:15:04
14	A.	End of July.	09:15:05
15	Q.	July of 2012?	09:15:06
16	A.	2012.	09:15:07
17	Q.	So you said that you operate your business	09:15:10
18		out of your home in Surrey, but your business is	09:15:11
19		located in El Salvador?	09:15:15
20	A.	Yes.	09:15:16
21	Q.	What's the name of that business that	09:15:17
22		you're referring to?	09:15:18
23	A.	InEarth.	09:15:21
24	Q.	And I've seen references to InEarth in some	09:15:24
25		of the documents. That's a -- that's your own	09:15:26

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1	company, correct?	09:15:29
2	A. Correct.	09:15:30
3	Q. Are you the sole proprietor of InEarth?	09:15:31
4	MR. HARVEY: Objection, calls for a legal	09:15:34
5	conclusion.	09:15:37
6	BY MR. PURCELL:	09:15:38
7	Q. You can answer.	09:15:38
8	A. I am not.	09:15:40
9	Q. All right. What -- what is your ownership	09:15:44
10	interest percentage-wise in InEarth?	09:15:45
11	A. At the present time, I am 70 percent	09:15:54
12	owner.	09:15:56
13	Q. And who accounts for the other 30 percent	09:15:57
14	ownership interest in InEarth?	09:15:59
15	A. A colleague of mine.	09:16:02
16	Q. What's that colleague's name?	09:16:04
17	A. Alex.	09:16:07
18	Q. Does Alex have a last name?	09:16:08
19	A. He does.	09:16:10
20	Q. What is Alex's last name?	09:16:10
21	A. Orozco.	09:16:13
22	Q. And how did Mr. Orozco -- strike that.	09:16:14
23	When InEarth was -- strike that.	09:16:19
24	When was InEarth founded?	09:16:22
25	A. Depends on where you're talking about.	09:16:25

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1	Q. There have been multiple iterations of the	09:16:30
2	company called InEarth?	09:16:32
3	A. Yes.	09:16:33
4	Q. When was the first iteration of InEarth	09:16:35
5	founded?	09:16:39
6	A. 2010.	09:16:39
7	Q. And was that after your departure from	09:16:40
8	Zynga?	09:16:44
9	A. Yes.	09:16:44
10	Q. And at that point, was InEarth based in San	09:16:45
11	Francisco?	09:16:47
12	A. Yes.	09:16:51
13	Q. And when InEarth was founded in 2010 in San	09:16:52
14	Francisco, what was the business of InEarth?	09:16:58
15	A. It was making social video games.	09:17:01
16	Q. And at some point, was there a change in	09:17:07
17	InEarth's business as far as what InEarth does?	09:17:09
18	A. No.	09:17:15
19	Q. So from its founding in 2010 to the	09:17:15
20	present, InEarth has focused on development of	09:17:19
21	social games?	09:17:23
22	A. Yes.	09:17:24
23	Q. And that's still what it does today?	09:17:24
24	A. Yes.	09:17:27
25	Q. At what point did Mr. Alex Orozco come on	09:17:27

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1	Q. There have been multiple iterations of the	09:16:30
2	company called InEarth?	09:16:32
3	A. Yes.	09:16:33
4	Q. When was the first iteration of InEarth	09:16:35
5	founded?	09:16:39
6	A. 2010.	09:16:39
7	Q. And was that after your departure from	09:16:40
8	Zynga?	09:16:44
9	A. Yes.	09:16:44
10	Q. And at that point, was InEarth based in San	09:16:45
11	Francisco?	09:16:47
12	A. Yes.	09:16:51
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15	A. It was making social video games.	09:17:01
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17	InEarth's business as far as what InEarth does?	09:17:09
18	A. No.	09:17:15
19	Q. So from its founding in 2010 to the	09:17:15
20	present, InEarth has focused on development of	09:17:19
21	social games?	09:17:23
22	A. Yes.	09:17:24
23	Q. And that's still what it does today?	09:17:24
24	A. Yes.	09:17:27
25	Q. At what point did Mr. Alex Orozco come on	09:17:27

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1	[REDACTED]	11:06:56
2	[REDACTED]	11:07:00
3	[REDACTED]	11:07:06
4	[REDACTED]	11:07:08
5	[REDACTED]	11:07:10
6	[REDACTED]	11:07:12
7	[REDACTED]	11:07:13
8	[REDACTED]	11:07:17
9	[REDACTED]	11:07:21
10	[REDACTED]	11:07:23
11	[REDACTED]	11:07:26
12	[REDACTED]	11:07:29
13	[REDACTED]	11:07:30
14	[REDACTED]	11:07:33
15	[REDACTED]	11:07:37
16	[REDACTED]	11:07:38
17	[REDACTED]	11:07:39
18	[REDACTED]	11:07:41
19	[REDACTED]	11:07:48
20	[REDACTED]	11:07:50
21	[REDACTED]	11:07:54
22	[REDACTED]	11:07:57
23	[REDACTED]	11:08:01
24	[REDACTED]	11:08:03
25	[REDACTED]	11:08:06

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HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1	[REDACTED]	[REDACTED]	11:08:10
2	[REDACTED]		11:08:13
3	[REDACTED]	[REDACTED]	11:08:17
4	[REDACTED]	[REDACTED]	11:08:22
5	[REDACTED]	[REDACTED]	11:08:25
6	[REDACTED]	[REDACTED]	11:08:28
7	[REDACTED]	[REDACTED]	11:08:30
8	[REDACTED]	[REDACTED]	11:08:34
9	[REDACTED]		11:08:38
10	[REDACTED]	[REDACTED]	11:08:44
11	[REDACTED]		11:08:46
12	[REDACTED]	[REDACTED]	11:08:46
13	[REDACTED]		11:08:49
14	[REDACTED]	[REDACTED]	11:08:52
15	[REDACTED]	[REDACTED]	11:08:55
16	[REDACTED]	[REDACTED]	11:08:57
17	[REDACTED]	[REDACTED]	11:09:03
18	[REDACTED]		11:09:07
19	[REDACTED]	[REDACTED]	11:09:08
20	[REDACTED]	[REDACTED]	11:09:10
21	[REDACTED]		11:09:11
22	[REDACTED]	[REDACTED]	11:09:15
23	[REDACTED]	[REDACTED]	11:09:19
24	[REDACTED]	[REDACTED]	11:09:25
25	[REDACTED]	[REDACTED]	11:09:29

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HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1	[REDACTED]	11:09:32
2	[REDACTED]	11:09:38
3	[REDACTED]	11:09:41
4	[REDACTED]	11:09:41
5	[REDACTED]	11:09:42
6	[REDACTED]	11:09:46
7	[REDACTED]	11:09:49
8	[REDACTED]	11:09:53
9	[REDACTED]	11:09:56
10	[REDACTED]	11:09:59
11	[REDACTED]	11:10:00
12	[REDACTED]	11:10:06
13	[REDACTED]	11:10:10
14	[REDACTED]	11:10:19
15	[REDACTED]	11:10:22
16	[REDACTED]	11:10:25
17	[REDACTED]	11:10:28
18	[REDACTED]	11:10:28
19	[REDACTED]	11:10:28
20	[REDACTED]	11:10:31
21	[REDACTED]	11:10:32
22	[REDACTED]	11:10:36
23	[REDACTED]	11:10:41
24	Q. Was there a lag time in between, though?	11:10:42
25	A. Yeah, there might have been a lag time.	11:10:47

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1	Maybe a couple weeks or maybe a week, I'm not	11:10:49
2	sure.	11:10:51
3	Q. When you first started at EA, what was your	11:10:52
4	job?	11:10:58
5	A. I was working on NHL 07, I think it was.	11:10:58
6	I'm not sure. It was NHL, and I was doing audio	11:11:07
7	AI.	11:11:11
8	Q. And when you say "audio AI," just for a	11:11:12
9	layperson like myself, what does that mean?	11:11:16
10	A. Crowd reaction, any type of sounds in the	11:11:18
11	game that get triggered because of artificial	11:11:22
12	intelligence.	11:11:26
13	Q. And what were you doing to enable the audio	11:11:27
14	AI of the game, were you building tools?	11:11:30
15	A. No, that was actually the time where I was	11:11:34
16	mostly working on game code.	11:11:42
17	Q. At some point did you move on to a	11:11:44
18	different project at EA after NHL 07?	11:11:45
19	A. Yeah, I think two months later they -- they	11:11:50
20	put me on a tool steam at that point, I think.	11:11:55
21	Q. And when you moved over to the tool steam	11:11:59
22	at EA, what -- what tools were you working on?	11:12:01
23	A. I can't remember. There were a lot of	11:12:04
24	tools. It was one to build faces, so they could	11:12:06
25	just randomize a whole bunch of faces with one click	11:12:12

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1 of the button, create like 50,000 faces. 11:12:17
2 Another one was, like, stadium validation. 11:12:21
3 Another one was, like, little tools, like for 11:12:23
4 analyzing reports. There is like a validation. 11:12:27
5 There's a lot of tools that I worked on there. I 11:12:32
6 think I even did one for proportional modeling -- so 11:12:40
7 proportional modeling tool for Maya. 11:12:44
8 Q. When you say "proportional modeling," do 11:12:45
9 you mean a tool that was designed to ensure that the 11:12:47
10 proportions of all the visual objects in the game 11:12:52
11 were -- 11:12:54
12 A. No. 11:12:54
13 Q. -- in relation to one another? 11:12:54
14 A. No. 11:12:57
15 Q. Sorry, what does proportional modeling 11:12:57
16 mean? 11:13:00
17 A. Proportional modeling is -- it's -- it's -- 11:13:01
18 it's with 3D geometry. When you -- when you 11:13:02
19 manipulate 3D geometry, you pull ver- -- verti- -- 11:13:05
20 vertices. Everything is -- everything is, at the 11:13:12
21 end of the day, vertices and triangles. You're 11:13:13
22 pulling vert- -- vert- -- actual vertices, which is 11:13:17
23 not organic. It doesn't feel organic. But 11:13:19
24 proportional modeling is where -- when you pull a 11:13:23
25 vertex, there is a fall-off radius that you can 11:13:27

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1	control, which also pulls other vertices with some	11:13:31
2	kind of a mathematical formula. So with some kind	11:13:36
3	of a curve. So imagine pulling a cheek and not	11:13:41
4	pulling one dot, but pulling -- yeah.	11:13:44
5	Q. Are there any other projects that you can	11:13:51
6	recall working on during your time at EA?	11:13:54
7	A. Like I said, there were a lot of projects.	11:13:56
8	It's very hard for me to -- to pinpoint. There were	11:13:58
9	a lot.	11:14:03
10	Q. After your work on NHL 07, were there any	11:14:04
11	other instances at EA when you worked on game code,	11:14:08
12	as opposed to tools?	11:14:11
13	A. I'm sorry, can you repeat that, please?	11:14:15
14	Q. Sure. During your time at EA after you	11:14:18
15	finished your two-month project on NHL 07 that you	11:14:20
16	just discussed, were there any other projects where	11:14:25
17	you worked on game code rather than tools?	11:14:28
18	A. Yeah, there -- there were times, like --	11:14:32
19	you know, I think I helped fix some bugs on FIFA.	11:14:35
20	There are, like, a couple bugs that I might have	11:14:39
21	fixed on NBA. These were little things, but I did	11:14:42
22	touch game code, if that's what you're getting at.	11:14:49
23	Q. Were there any other major projects, other	11:14:53
24	than bug fixes, during your time at EA where you	11:14:55
25	worked on game code?	11:14:58

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1	MR. HARVEY: Objection, misstates prior	11:14:59
2	testimony.	11:15:01
3	BY MR. PURCELL:	11:15:03
4	Q. You can answer.	11:15:03
5	A. No. Not officially, no. It was -- it was	11:15:16
6	all -- like, when you say -- when I say "bug	11:15:18
7	fixing," you know, a bug fixing could be like a	11:15:21
8	portion of a rewrite of a feature. Like, it can be	11:15:23
9	a big thing. Take optimization as well. It could	11:15:26
10	be significantly more than just tweaking things here	11:15:30
11	and there. So when I said "bug fixing," it's not	11:15:33
12	officially working on a project, but it's like	11:15:37
13	you're -- you're helping the game. And I had to	11:15:41
14	touch game code, if that's what you're talking	11:15:44
15	about.	11:15:47
16	MR. PURCELL: All right. We need to change	11:15:47
17	the tape. Let's take a break.	11:15:48
18	THE VIDEOGRAPHER: This is the end of Disk	11:15:52
19	No. 1 in this deposition of Mr. Siddharth Hariharan	11:15:53
20	on October 12th, 2012. We are off the record at	11:15:59
21	11:15 a.m.	11:16:03
22	(Recess taken.)	11:30:43
23	THE VIDEOGRAPHER: This is the beginning of	11:30:54
24	Disk No. 2 in the deposition of Siddharth Hariharan	11:30:57
25	on October 12th, 2012. We are back on the record at	11:31:02

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1	11:31 a.m.	11:31:05
2	BY MR. PURCELL:	11:31:08
3	Q. So, Mr. Hariharan, you mentioned that	11:31:08
4	before moving from Radical to EA, you had a	11:31:11
5	conversation with a friend who worked at EA who told	11:31:14
6	you what his salary was, correct?	11:31:17
7	A. Correct.	11:31:23
8	[REDACTED]	11:31:24
9	[REDACTED]	11:31:25
10	A. Correct.	11:31:31
11	Q. Do you recall what salary your friend told	11:31:31
12	you he was making at EA?	11:31:33
13	[REDACTED]	11:31:36
14	Q. Was this friend of yours a more experienced	11:31:38
15	designer than you?	11:31:44
16	A. Yes, he was. Well, designer?	11:31:48
17	Q. I'm sorry -- strike that.	11:31:49
18	Was this friend of yours a more experienced	11:31:51
19	software engineer than you?	11:31:56
20	A. Yes, he was. Slightly more.	11:31:57
21	[REDACTED]	11:31:59
22	[REDACTED]	11:32:02
23	A. That is correct.	11:32:05
24	Q. Did you make any effort to negotiate that	11:32:06
25	amount upward with EA?	11:32:08

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1	A. Nope.	11:32:11
2	[REDACTED]	11:32:13
3	[REDACTED]	11:32:15
4	[REDACTED]	11:32:18
5	[REDACTED]	11:32:19
6	[REDACTED]	11:32:24
7	[REDACTED]	11:32:27
8	A. Well, I -- I don't recall. I wouldn't say	11:32:31
9	necessarily, but he was a little bit more	11:32:37
10	experienced than me at the time. I don't think I --	11:32:40
11	I can't remember if I -- I thought about it much.	11:32:44
12	I'm not sure.	11:32:45
13	Q. [REDACTED]	11:32:47
14	[REDACTED]	11:32:50
15	[REDACTED]	11:33:00
16	A. No.	11:33:01
17	Q. After you joined EA, did you have	11:33:01
18	discussions with any co-workers about relative	11:33:04
19	salaries that people were making?	11:33:10
20	A. Yes.	11:33:12
21	Q. Did that happen often?	11:33:13
22	A. No.	11:33:14
23	Q. Just occasionally?	11:33:15
24	A. Yes.	11:33:16
25	Q. On roughly how many occasions do you recall	11:33:18

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1	during your time at EA, where you had discussions	11:33:21
2	with your co-workers about relative salaries?	11:33:25
3	A. I wouldn't be able to say.	11:33:33
4	Q. More than a dozen?	11:33:35
5	A. Maybe. Maybe just under a dozen, maybe a	11:33:40
6	little bit more.	11:33:44
7	Q. What was the overall impression that you	11:33:45
8	got from these discussions about salaries with	11:33:47
9	co-workers? Did you feel you were being paid	11:33:49
10	fairly, based on what you heard from your peers?	11:33:54
11	A. You see, I wasn't too focused on my salary	11:34:07
12	while I was working at EA necessarily, but I was	11:34:11
13	just focused on doing my job. I cared about my	11:34:14
14	work. I was head down in my work. As long as the	11:34:22
15	system wasn't taking advantage of me, which I didn't	11:34:25
16	feel at the time they were, I was okay with what I	11:34:28
17	was getting paid.	11:34:31
18	Q. Did you ever use any of the information	11:34:35
19	that you got from your co-workers about salary while	11:34:38
20	you were at EA as the basis for going to your leader	11:34:42
21	and your manager and asking for more money?	11:34:47
22	A. During my time at EA, I never asked for	11:34:50
23	more money.	11:34:54
24	Q. Did you ever feel that you ought to be	11:34:58
25	getting paid more money?	11:34:59

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1 A. Sure, there were times where I could have 11:35:03
2 used more. But like I said -- said earlier, I was 11:35:05
3 focused on my work. And as long as I felt that the 11:35:12
4 company was not doing anything shady, I was okay 11:35:16
5 with what I was getting paid because I was getting, 11:35:25
6 you know, knowledge as well. 11:35:29

7 [REDACTED] 11:35:31
8 [REDACTED] 11:35:34
9 [REDACTED] 11:35:38
10 [REDACTED] 11:35:40
11 [REDACTED] 11:35:45
12 [REDACTED] [REDACTED] 11:35:49
13 [REDACTED] 11:35:52
14 [REDACTED] [REDACTED] [REDACTED] 11:35:55
15 [REDACTED] 11:35:59
16 [REDACTED] 11:36:02
17 [REDACTED] 11:36:05
18 [REDACTED] [REDACTED] [REDACTED] 11:36:06
19 [REDACTED] 11:36:09
20 [REDACTED] 11:36:13
21 [REDACTED] [REDACTED] [REDACTED] 11:36:13
22 [REDACTED] 11:36:16
23 [REDACTED] 11:36:19
24 [REDACTED] 11:36:26
25 [REDACTED] [REDACTED] 11:36:27

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1	[REDACTED]	[REDACTED]	11:36:28
2	[REDACTED]	[REDACTED]	11:36:33
3	[REDACTED]	[REDACTED]	11:36:36
4	[REDACTED]	[REDACTED]	11:36:39
5	[REDACTED]	[REDACTED]	11:36:46
6	[REDACTED]	[REDACTED]	11:36:51
7	[REDACTED]	[REDACTED]	11:36:53
8	[REDACTED]	[REDACTED]	11:36:56
9	[REDACTED]	[REDACTED]	11:37:00
10	[REDACTED]	[REDACTED]	11:37:00
11	[REDACTED]	[REDACTED]	11:37:03
12	[REDACTED]	[REDACTED]	11:37:09
13	[REDACTED]	[REDACTED]	11:37:16
14	[REDACTED]	[REDACTED]	11:37:23
15	[REDACTED]	[REDACTED]	11:37:29
16	[REDACTED]	[REDACTED]	11:37:32
17	[REDACTED]	[REDACTED]	11:37:38
18	[REDACTED]	[REDACTED]	11:37:45
19	[REDACTED]	[REDACTED]	11:37:46
20	[REDACTED]	[REDACTED]	11:37:49
21	[REDACTED]	[REDACTED]	11:37:53
22	[REDACTED]	[REDACTED]	11:37:55
23	[REDACTED]	[REDACTED]	11:37:56
24	[REDACTED]	[REDACTED]	11:38:00
25	[REDACTED]	[REDACTED]	11:38:01

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1 the same person what I, you know, told the recruiter 13:00:28
2 to contact me at EA, he also jumped ship right 13:00:32
3 before I jumped ship to Lucas, and he went to work 13:00:38
4 for Google. And he had told me his salary at that 13:00:44
5 time, and I believe another person also told me 13:00:46
6 their salary at that time they were making at 13:00:52
7 another company. And I remember thinking -- I 13:00:56
8 remember thinking -- well, seeing the numbers like 13:01:01
9 at Rockstar, at Sony online and what not, and the 13:01:04
10 numbers were like -- the pay I was getting at 13:01:11
11 Lucasfilm was 20 percent less. 13:01:15

12 But now to your question whether I was 13:01:19
13 happy with the pay, I was there at Lucas to work 13:01:22
14 with really smart people and a company founded by 13:01:27
15 George Lucas, so I was letting that slide. But I 13:01:30
16 was already aware at that time, prior to accepting 13:01:36
17 the offer itself, that I could do better with other 13:01:39
18 companies, but I chose Lucas because of the name. 13:01:43

19 And at that time, also, that the co-worker 13:01:48
20 that jumped ship from EA to Google told me his 13:01:53
21 salary at that time as well for Google, and it was 13:01:57
22 very similar to my -- my offer at Lucas. [REDACTED] 13:02:00

23 [REDACTED] 13:02:05

24 And so I was like, well, we're getting kind 13:02:06
25 of the same. It's all good. We're good. And I 13:02:09

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1 [REDACTED] 13:17:34
2 [REDACTED] 13:17:38
3 A. No, that's not what I'm saying. I'm saying 13:17:42
4 I did not give it too much thought. I put down a 13:17:44
5 number. I'm not sure if at the time I filled out 13:17:47
6 this application, if they made me an offer yet. So 13:17:50
7 as a -- so I'm not sure what I was thinking at that 13:17:55
8 time, but it was possible that I didn't want them to 13:18:01
9 lowball me and try to give me an offer that was far 13:18:05
10 lower, which is the natural reaction of anyone. 13:18:11
11 [REDACTED] 13:18:15
12 [REDACTED] So I don't 13:18:19
13 know. I'm not sure what my thing was. I just knew 13:18:22
14 at that time, I didn't feel it was their business. 13:18:25
15 Q. You didn't have any concerns about making a 13:18:28
16 statement on an employment application that wasn't 13:18:30
17 accurate? 13:18:32
18 A. I didn't see a line underneath there that 13:18:33
19 said "under penalty of perjury," so no. 13:18:36
20 MR. PURCELL: I would like to mark this as 13:18:49
21 Exhibit 7. 13:18:53
22 (Exhibit 7 marked for identification.) 13:19:18
23 BY MR. PURCELL: 13:19:18
24 Q. Mr. Hariharan, Exhibit 7 is a document 13:19:18
25 that's entitled, "Termination checklist." Do you 13:19:20

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1	your title every change?	13:39:57
2	A. I don't think so.	13:40:04
3	Q. Did you ever receive a salary raise?	13:40:06
4	A. I did receive a salary raise of -- sorry,	13:40:10
5	go ahead.	13:40:17
6	Q. Roughly, when did that happen during your	13:40:18
7	time at Lucas Arts?	13:40:20
8	A. After my performance review.	13:40:22
9	Q. Would that have been sometime around the	13:40:26
10	new year in 2008?	13:40:28
11	A. I believe it was sometime in 2008, yes.	13:40:31
12	Q. And what sort of magnitude raise did you	13:40:38
13	receive?	13:40:40
14	A. I'm not sure. I thought maybe I received a	13:40:42
15	4K increase in my base. I think I did, so 89. I	13:40:44
16	don't know if I was officially told I got a raise,	13:40:52
17	or if I just saw it on my paycheck.	13:40:56
18	Q. After you received your raise, was there	13:40:59
19	ever a time you came to the understanding of raises	13:41:01
20	that your peers at Lucas Arts might have gotten?	13:41:06
21	A. I don't know if I was too concerned with	13:41:14
22	that at that point. Like I said, you know, like I	13:41:16
23	said earlier, I already felt that the big reason why	13:41:24
24	I was there is not really compensation. It was the	13:41:27
25	fact that I was working for Lucasfilm. You know, it	13:41:34

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1 was a prestigious company to work for. 13:41:37
2 So I wasn't too concerned with it because I 13:41:41
3 already knew when I took that offer -- the initial 13:41:42
4 offer, that I was 20 percent lower than so many 13:41:44
5 other companies. 13:41:47
6 So whether that 4 percent increase or 13:41:49
7 whatever mattered, it didn't. So I didn't think I 13:41:52
8 was too involved. I don't think I cared about what 13:41:55
9 anyone else -- what raise anybody else got. I don't 13:41:58
10 think I cared. 13:42:02
11 Q. So you think sometime around the start of 13:42:03
12 2008 you got a raise from 85,000 a year to 89,000 a 13:42:05
13 year? 13:42:10
14 A. I believe so, yes. 13:42:10
15 Q. And at any point during your time at Lucas 13:42:14
16 Arts after you joined and got your signing and 13:42:16
17 relocation bonuses, did you ever get any other 13:42:18
18 bonuses? 13:42:21
19 A. I don't recall. I don't think so. Maybe, 13:42:28
20 I'm not sure. 13:42:30
21 Q. As you sit here today, you can't think of 13:42:31
22 any bonus you got after the initial ones while at 13:42:34
23 Lucas Arts? 13:42:40
24 A. I'm trying to think if I maybe got a 13:42:41
25 referral bonus. I don't think I did. I don't 13:42:43

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1 Q. During your year and a half at Lucas Arts, 14:09:38
2 would you say that you got 100 such e-mails, fewer, 14:09:41
3 more? 14:09:48

4 A. So first off, just right around the 14:09:48
5 timeline, it was not a year and a half that I worked 14:09:50
6 there. It was definitely more than a year and a 14:09:54
7 half, so just pointing that out. I got probably 14:09:56
8 more. I'm not sure. It's possible I got more. I 14:10:09
9 don't know. 14:10:14

10 Q. Just to clarify the timeline, you were at 14:10:14
11 Lucas Arts for about a year and eight months, is 14:10:18
12 that more accurate, from January of 2007 to August 14:10:21
13 of 2008? 14:10:26

14 A. Okay. I guess it was a year and eight 14:10:29
15 months, so it's not that far off. 14:10:31

16 Q. All right. So when you were at Lucas Arts 14:10:34
17 and getting these unsolicited e-mails, who was 14:10:38
18 soliciting you, do you recall? 14:10:42

19 A. I'm not sure. It might have been -- might 14:10:48
20 have been other game companies. I'm not sure. 14:11:05

21 Q. Did you ever have discussions that you 14:11:07
22 recall with your co-workers about these unsolicited 14:11:10
23 recruiting e-mails? 14:11:13

24 A. Much later when I had already decided that 14:11:18
25 I was going to take one of these offers -- 14:11:20

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1 A. There may have been a couple of instances. 14:21:40
2 But I think for the most part they kept pretty 14:21:42
3 private about, you know, getting a cold call from a 14:21:47
4 competing company. I think they kept it -- I don't 14:21:50
5 know. I think there might have been a couple -- 14:21:53
6 might have said, "Hey, what do you think about this 14:21:56
7 company" or whatever. 14:21:58

8 Q. Do you remember any of the companies that 14:22:00
9 were mentioned during these conversations that might 14:22:02
10 have been about cold calls? 14:22:04

11 A. No. 14:22:08

12 Q. Going back to the Google cold call you 14:22:12
13 received specifically when the woman called you, 14:22:14
14 what was her pitch to you, what did she say? 14:22:25

15 A. Oh, she was not -- she initially called me 14:22:26
16 for a reference to a friend of mine who was working 14:22:28
17 at Lucas Arts, and he was going to Google, and he 14:22:32
18 works there right now still. But he is -- he was 14:22:36
19 going there, and -- yeah, she asked for a reference. 14:22:43
20 She listed me as a reference. She called me for 14:22:48
21 that. And then at the end of me giving the 14:22:49
22 reference, she said, "How would you like to work for 14:22:52
23 Google?" I said, "Well, right now, I'm pretty happy 14:22:56
24 at Lucas." I think she might have said, "Well" -- I 14:23:00
25 don't know if she gave some kind of way to contact 14:23:06

1 her later. She said, "Well, if you change your 14:23:10
2 mind" -- or whatever. I don't know. I don't know. 14:23:12
3 I just know that she may -- said, "How you like to 14:23:16
4 work for Google?" 14:23:19

5 Q. Did she go into any more detail about the 14:23:22
6 sort of thing you might be able to do for Google? 14:23:24

7 A. I think she was just being putting two and 14:23:33
8 two together. She was like, "Well, here is another 14:23:35
9 guy that's applying to Google from Indiana Jones." 14:23:37
10 And, you know, I was a little bit senior to him. 14:23:41
11 She's like, "Well, probably make a good fit, too." 14:23:45

12 Q. The person who named you as a reference had 14:23:49
13 been working with you on the Indiana Jones, too? 14:23:52

14 A. Yes, I've worked with him. He's also a 14:23:56
15 software engineer. 14:23:58

16 Q. What was that person's name? 14:23:59

17 A. Well, I guess I can say. Well, I'm not 14:24:02
18 sure if I can say that name because he works for 14:24:05
19 Google right now, but I guess he doesn't have a fear 14:24:12
20 of reprisal. 14:24:13

21 Q. He's a potential witness in the case. 14:24:13

22 A. Okay, his name is [REDACTED] 14:24:17

23 Q. Is it [REDACTED] 14:24:20

24 A. I think it's [REDACTED], but I'm not sure. 14:24:22

25 Q. And is [REDACTED] at the 14:24:24

1 A. Sorry, let me clarify. Higher salary in 14:36:28
2 the sense that I got a job offer or I got this or 14:36:31
3 whatever, because I felt like that was not the 14:36:33
4 reason why I was working at these companies. So it 14:36:35
5 wasn't -- it wasn't salary necessarily. It was more 14:36:39
6 the experience of working for the companies. So I 14:36:45
7 was happy at Lucas, and that's why I didn't 14:36:49
8 entertain Google. And I was certainly not going to 14:36:54
9 go to Lucas and say, pay me more money because I 14:36:56
10 felt like, at that time, I'm being paid roughly 14:36:59
11 what, you know, a few people that I've asked are 14:37:03
12 making at Lucas and I'm happy with that. 14:37:07

13 Q. Didn't you feel that if you told your 14:37:12
14 manager that you'd gotten a cold call that that 14:37:16
15 could result in you maybe getting a higher salary? 14:37:19

16 A. No. 14:37:22

17 Q. So you mentioned two other cold calls later 14:37:26
18 at your time at Lucasfilm from Activision and Zynga, 14:37:28
19 correct? Do you recall which of those happened -- 14:37:31

20 A. Yes. 14:37:33

21 Q. Sorry, I jumped the gun. Do you recall 14:37:33
22 which of those happened first in time? 14:37:37

23 A. Activision happened first. 14:37:40

24 Q. And if you left Lucasfilm around August of 14:37:43
25 2008, do you remember how soon before that you had a 14:37:47

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1 STATE OF CALIFORNIA) ss:

2 COUNTY OF MARIN)

3

4 I, ASHLEY SOEVYN, CSR No. 12019, do hereby
5 certify:

6 That the foregoing deposition testimony was
7 taken before me at the time and place therein set
8 forth and at which time the witness was administered
9 the oath;

10 That the testimony of the witness and all
11 objections made by counsel at the time of the
12 examination were recorded stenographically by me,
13 and were thereafter transcribed under my direction
14 and supervision, and that the foregoing pages
15 contain a full, true and accurate record of all
16 proceedings and testimony to the best of my skill
17 and ability.

18 I further certify that I am neither counsel for
19 any party to said action, nor am I related to any
20 party to said action, nor am I in any way interested
21 in the outcome thereof.

22 IN THE WITNESS WHEREOF, I have transcribed my
23 name this 22nd day of October, 2012.

24

25



ASHLEY SOEVYN, CSR 12019

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1 UNITED STATES DISTRICT COURT

2 NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

4 -----
5 IN RE: HIGH-TECH EMPLOYEE)

6 ANTITRUST LITIGATION) No. 11-CV-2509-LHK
7 -----
8
9
10
11 -HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY-

12
13 VIDEOTAPED DEPOSITION OF BRANDON MARSHALL

14 San Francisco, California

15 Monday, October 22, 2012

16 Volume I

17
18 Reported by:

19 ASHLEY SOEVYN

20 CSR No. 12019

21 Job No. 1541283

22
23
24 PAGES 1 - 341

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1	responses, do you remember indicating in your	11:29:54
2	response how you learned about the Sandhill	11:29:56
3	position?	11:29:58
4	A. I don't know whether I indicated that in my	11:30:00
5	response.	11:30:02
6	Q. You don't recall?	11:30:04
7	A. I don't recall.	11:30:06
8	Q. As you sit here today, you don't recall	11:30:09
9	whether you learned of the Sandhill position through	11:30:12
10	an online recruitment website?	11:30:15
11	A. I don't recall.	11:30:20
12	Q. Have you ever used online recruitment	11:30:21
13	websites?	11:30:25
14	A. Oh, I've used online -- I guess so.	11:30:27
15	Depending on how you characterize "online	11:30:28
16	recruitment," I'd say yes.	11:30:32
17	Q. How would you characterize it?	11:30:33
18	A. Well, I will just tell you the websites	11:30:34
19	that I have used. I have used Dice, Monster, a long	11:30:37
20	time ago. Those ones I haven't used in a while.	11:30:42
21	Hot Jobs was one that was formally a big deal,	11:30:45
22	things like that.	11:30:49
23	Q. Can you list the other websites that you've	11:30:50
24	used?	11:30:52
25	A. More recently I used Indeed. It seems to	11:30:53

1 be a good one nowadays. 11:30:57

2 Q. Anything else? 11:31:01

3 A. I probably have, but I can't think of any 11:31:02

4 others. 11:31:05

5 Q. Anything else that you've used before that 11:31:05

6 you haven't listed? 11:31:10

7 MR. GLACKIN: Asked and answered. 11:31:12

8 THE WITNESS: I probably have. I don't 11:31:15

9 remember. 11:31:17

10 BY MS. KAHN: 11:31:18

11 Q. And how do you use these websites? 11:31:18

12 A. Each website has its own interface you -- 11:31:21

13 some of them -- I think some of them you upload your 11:31:24

14 resume. Oh, I'll tell you another one, LinkedIn. 11:31:29

15 Everybody uses LinkedIn, there you go. 11:31:33

16 Q. Thank you. Anything else comes to mind? 11:31:40

17 A. Just the fact that I'm on LinkedIn like 11:31:42

18 everyone else. 11:31:46

19 Q. So just walk me through how you would use 11:31:48

20 one of these websites. Let's say LinkedIn? 11:31:50

21 A. On LinkedIn, you have people you've worked 11:31:56

22 with in the past that you connect to and that you -- 11:31:58

23 they are part of your network, like Facebook for job 11:32:04

24 networking and recruiters ping you on there, too. 11:32:10

25 Q. Recruiters what? 11:32:17

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1	A. Recruiters sometimes send you messages	11:32:18
2	through LinkedIn.	11:32:21
3	Q. Anything else in terms of how you use	11:32:28
4	LinkedIn?	11:32:36
5	A. No, I use it to create a network of former	11:32:39
6	colleagues. Mostly to keep in touch with former	11:32:43
7	colleagues, but also it does have a recruiter aspect	11:32:46
8	to it.	11:32:49
9	Q. How often do you get -- was the word you	11:32:54
10	used "pinged," how often do you get pinged by	11:32:56
11	recruiters?	11:33:02
12	A. It really varies. Again, the same answer	11:33:03
13	as before when you asked me that. You know, in	11:33:04
14	terms of whether I'm looking for a job or not. And	11:33:07
15	I believe all that should be in discovery.	11:33:10
16	Anytime I got a LinkedIn message, it	11:33:13
17	would have gone to my Gmail, and my Gmail is what I	11:33:15
18	provided you, so.	11:33:18
19	Q. As you sit here today, can you give me an	11:33:21
20	estimate of how often that happened?	11:33:24
21	A. No, I can't really give you an estimate.	11:33:26
22	Q. And what kinds of information would a	11:33:34
23	recruiter provide in those messages?	11:33:37
24	A. Very generic information, "Hey, we're	11:33:40
25	looking for somebody to fill this job." And a lot	11:33:46

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1	Q. When you went on Monster and you had that	11:45:29
2	thought that it's not as robust as the other	11:45:31
3	websites, was it because you had seen additional	11:45:34
4	jobs on other websites that you were not seeing on	11:45:40
5	Monster?	11:45:43
6	A. I don't know.	11:45:47
7	Q. Did you have a sense of what job	11:45:58
8	opportunities were out there, you were just not	11:46:00
9	seeing it on Monster?	11:46:02
10	MR. GLACKIN: Objection, vague.	11:46:03
11	THE WITNESS: No, I did not have a sense of	11:46:05
12	what job opportunities were out there. That's why I	11:46:06
13	was looking online to try to get a sense of what job	11:46:09
14	opportunities were out there.	11:46:13
15	BY MS. KAHN:	11:46:15
16	Q. And is looking online an effective way of	11:46:15
17	finding out about job opportunities?	11:46:17
18	A. It seemed to be a primary way to find out	11:46:19
19	job opportunities. To look online and to network	11:46:23
20	with associates of yours are two primary ways people	11:46:25
21	find jobs.	11:46:32
22	Q. Do you network as a means of finding a job	11:46:44
23	opportunity?	11:46:47
24	A. And also I'd like to amend what I said.	11:46:47
25	When I say "look online," I mean make yourself	11:46:50

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1 do you mean by that? 11:49:54
2 A. I mean that compensation can be paid in a 11:49:55
3 variety of ways. [REDACTED] 11:50:01
4 [REDACTED] 11:50:06
5 [REDACTED] 11:50:08
6 [REDACTED] And a company like Adobe had lots of 11:50:15
7 corporate -- big company perks and things like that, 11:50:20
8 so they both have their advantages and they're both 11:50:24
9 kind of critical in pieces where you think about 11:50:29
10 where you want to work. Start-ups have more risk 11:50:32
11 and fewer perks. You have to take those into 11:50:38
12 account. 11:50:41
13 Q. Do you have a preference for yourself in 11:50:42
14 terms of what you prefer? 11:50:44
15 A. No, I mean, I prefer -- it's really a 11:50:46
16 complex sort of decision that goes into it. There's 11:50:49
17 a lot of factors. 11:50:52
18 Q. And just going back to the list that you 11:50:57
19 were providing, anything else that you talked to 11:50:59
20 co-workers about job opportunities? 11:51:00
21 A. Commute distance. That's probably 11:51:04
22 important, too. Turned down a job in San Francisco 11:51:07
23 because that was too far. 11:51:12
24 Q. Sorry you have to be here today. 11:51:18
25 A. It's okay. 11:51:20

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1	Blessing?	12:54:37
2	A. Yes.	12:54:37
3	Q. Okay, thank you.	12:54:38
4	MR. GLACKIN: This is 30 now?	12:54:41
5	MS. KAHN: 30.	12:54:42
6	MR. GLACKIN: Can we clarify now?	12:54:43
7	MS. KAHN: Go ahead.	12:54:45
8	MR. GLACKIN: Okay.	12:54:46
9	[REDACTED] [REDACTED]	12:54:49
10	[REDACTED]	12:54:51
11	[REDACTED]	12:54:55
12	[REDACTED]	12:54:59
13	[REDACTED]	12:55:07
14	[REDACTED]	12:55:10
15	[REDACTED]	12:55:13
16	[REDACTED]	12:55:16
17	[REDACTED] [REDACTED]	12:55:20
18	[REDACTED]	12:55:26
19	[REDACTED] [REDACTED]	12:55:31
20	[REDACTED]	12:55:36
21	[REDACTED]	12:55:38
22	[REDACTED]	12:55:42
23	[REDACTED]	12:55:45
24	[REDACTED]	12:55:48
25	[REDACTED]	12:55:50

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1	[REDACTED]	12:55:55
2	[REDACTED]	12:55:59
3	[REDACTED]	12:55:59
4	[REDACTED]	12:56:02
5	[REDACTED]	12:56:10
6	[REDACTED]	12:56:13
7	[REDACTED]	12:56:16
8	[REDACTED]	12:56:21
9	[REDACTED]	12:56:21
10	[REDACTED]	12:56:28
11	[REDACTED]	12:56:30
12	[REDACTED]	12:56:34
13	[REDACTED]	12:56:37
14	[REDACTED]	12:56:39
15	[REDACTED]	12:56:41
16	[REDACTED]	12:56:46
17	[REDACTED]	12:56:51
18	[REDACTED]	12:56:55
19	[REDACTED]	12:56:58
20	[REDACTED]	12:57:00
21	[REDACTED]	12:57:04
22	[REDACTED]	12:57:11
23	[REDACTED]	12:57:13
24	[REDACTED]	12:57:23
25	[REDACTED]	12:57:24

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1	[REDACTED]	12:57:26
2	[REDACTED]	12:57:28
3	[REDACTED]	12:57:30
4	[REDACTED]	12:57:35
5	[REDACTED]	12:57:38
6	[REDACTED]	12:57:41
7	[REDACTED]	12:57:44
8	[REDACTED]	12:57:46
9	[REDACTED]	12:57:50
10	[REDACTED]	12:57:56
11	[REDACTED]	12:57:58
12	[REDACTED]	12:57:58
13	[REDACTED]	12:58:03
14	[REDACTED]	12:58:07
15	[REDACTED]	12:58:07
16	[REDACTED]	12:58:12
17	[REDACTED]	12:58:17
18	[REDACTED]	12:58:22
19	[REDACTED]	12:58:23
20	[REDACTED]	12:58:28
21	[REDACTED]	12:58:31
22	[REDACTED]	12:58:33
23	[REDACTED]	12:58:36
24	[REDACTED]	12:58:39
25	[REDACTED]	12:58:43

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1 A. Yeah. 13:33:14

2 Q. It's an e-mail chain. At the top, it's an 13:33:14

3 e-mail from [REDACTED] to you dated February 10th, 13:33:17

4 2005? 13:33:21

5 A. Yeah. 13:33:22

6 Q. Did you receive that e-mail? 13:33:23

7 MR. GLACKIN: Read as much of the e-mail as 13:33:26

8 you have to to answer the question. 13:33:29

9 THE WITNESS: Okay. Yeah, okay. 13:33:30

10 BY MS. KAHN: 13:33:59

11 Q. You received that e-mail? 13:33:59

12 A. Uh-huh. 13:34:00

13 Q. Did you draft that e-mail that's in the 13:34:01

14 middle of the e-mail chain there? 13:34:03

15 A. Yeah, I believe I did. 13:34:05

16 [REDACTED] 13:34:06

17 [REDACTED] 13:34:09

18 [REDACTED] 13:34:13

19 [REDACTED] [REDACTED] 13:34:15

20 [REDACTED] [REDACTED] 13:34:19

21 [REDACTED] 13:34:21

22 [REDACTED] [REDACTED] 13:34:23

23 [REDACTED] 13:34:28

24 [REDACTED] 13:34:33

25 [REDACTED] 13:34:36

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1	[REDACTED]	[REDACTED]	13:34:37
2	[REDACTED]	[REDACTED]	13:34:39
3	[REDACTED]		13:34:41
4	[REDACTED]	[REDACTED]	13:34:41
5	[REDACTED]	[REDACTED]	13:34:44
6	[REDACTED]	[REDACTED]	13:34:51
7	[REDACTED]	[REDACTED]	13:34:56
8	[REDACTED]	[REDACTED]	13:34:56
9	[REDACTED]	[REDACTED]	13:34:59
10	[REDACTED]	[REDACTED]	13:35:02
11	[REDACTED]	[REDACTED]	13:35:05
12	[REDACTED]	[REDACTED]	13:35:09
13	[REDACTED]		13:35:12
14	[REDACTED]	[REDACTED]	13:35:18
15	[REDACTED]		13:35:20
16	[REDACTED]	[REDACTED]	13:35:20
17	[REDACTED]		13:35:20
18	[REDACTED]	[REDACTED]	13:35:20
19	[REDACTED]		13:35:21
20	[REDACTED]	[REDACTED]	13:35:21
21	[REDACTED]	[REDACTED]	13:35:24
22	[REDACTED]	[REDACTED]	13:35:25
23	[REDACTED]	[REDACTED]	13:35:27
24	[REDACTED]	[REDACTED]	13:35:29
25	[REDACTED]	[REDACTED]	13:35:33

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HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1	[REDACTED]	[REDACTED]	13:35:42
2	[REDACTED]	[REDACTED]	13:35:43
3	[REDACTED]	[REDACTED]	13:35:46
4	[REDACTED]	[REDACTED]	13:35:48
5	[REDACTED]	[REDACTED]	13:35:50
6	[REDACTED]	[REDACTED]	13:35:54
7	[REDACTED]	[REDACTED]	13:36:00
8	[REDACTED]	[REDACTED]	13:36:03
9	[REDACTED]	[REDACTED]	13:36:05
10	[REDACTED]	[REDACTED]	13:36:08
11	[REDACTED]	[REDACTED]	13:36:12
12	[REDACTED]	[REDACTED]	13:36:16
13	[REDACTED]	[REDACTED]	13:36:17
14	[REDACTED]	[REDACTED]	13:36:19
15	[REDACTED]	[REDACTED]	13:36:23
16	[REDACTED]	[REDACTED]	13:36:25
17	[REDACTED]	[REDACTED]	13:36:27
18	[REDACTED]	[REDACTED]	13:36:31
19	[REDACTED]	[REDACTED]	13:36:35
20	[REDACTED]	[REDACTED]	13:36:42
21	[REDACTED]	[REDACTED]	13:36:47
22	[REDACTED]	[REDACTED]	13:36:49
23	[REDACTED]	[REDACTED]	13:36:50
24	[REDACTED]	[REDACTED]	13:36:55
25	[REDACTED]	[REDACTED]	13:37:09

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1	[REDACTED]	14:15:09
2	[REDACTED]	14:15:12
3	[REDACTED]	14:15:14
4	[REDACTED]	14:15:17
5	[REDACTED]	14:15:18
6	[REDACTED]	14:15:21
7	[REDACTED]	14:15:25
8	[REDACTED]	14:15:29
9	[REDACTED]	14:15:31
10	[REDACTED]	14:15:33
11	[REDACTED]	14:15:35
12	[REDACTED]	14:15:35
13	[REDACTED]	14:15:39
14	[REDACTED]	14:15:41
15	[REDACTED]	14:16:00
16	[REDACTED]	14:16:03
17	[REDACTED]	14:16:03
18	[REDACTED]	14:16:03
19	[REDACTED]	14:16:05
20	[REDACTED]	14:16:09
21	[REDACTED]	14:16:14
22	[REDACTED]	14:16:17
23	[REDACTED]	14:16:18
24	[REDACTED]	14:16:20
25	[REDACTED]	14:16:21

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1	[REDACTED]	14:16:23
2	[REDACTED]	14:16:24
3	[REDACTED]	14:16:25
4	[REDACTED]	14:16:27
5	[REDACTED]	14:16:32
6	[REDACTED]	14:16:34
7	[REDACTED]	14:16:35
8	[REDACTED]	14:16:42
9	[REDACTED]	14:16:44
10	[REDACTED]	14:16:47
11	[REDACTED]	14:17:45
12	[REDACTED]	14:17:46
13	[REDACTED]	14:17:47
14	[REDACTED]	14:17:51
15	[REDACTED]	14:17:57
16	[REDACTED]	14:18:03
17	[REDACTED]	14:18:07
18	[REDACTED]	14:18:07
19	[REDACTED]	14:18:10
20	[REDACTED]	14:18:13
21	[REDACTED]	14:18:15
22	[REDACTED]	14:18:19
23	[REDACTED]	14:18:26
24	[REDACTED]	14:18:27
25	[REDACTED]	14:18:30

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1	[REDACTED]	14:18:32
2	[REDACTED]	14:18:35
3	[REDACTED]	14:18:36
4	[REDACTED]	14:18:41
5	[REDACTED]	14:18:44
6	Going back to Modis, when did you start	14:18:57
7	working at Modis; did you say?	14:18:59
8	A. Started working at Modis in August of	14:19:01
9	2005.	14:19:06
10	Q. You received paychecks from Modis?	14:19:07
11	A. I believe so.	14:19:10
12	[REDACTED]	14:19:19
13	[REDACTED]	14:19:20
14	[REDACTED] .	14:19:24
15	[REDACTED]	14:19:31
16	[REDACTED]	14:19:34
17	[REDACTED]	14:19:34
18	[REDACTED]	14:19:36
19	[REDACTED]	14:19:41
20	[REDACTED]	14:19:49
21	[REDACTED]	14:19:52
22	[REDACTED]	14:19:54
23	[REDACTED]	14:19:55
24	[REDACTED]	14:19:58
25	[REDACTED]	14:20:00

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1 a sales position; is that right? 18:06:22
2 A. I don't know who this is reaching out to 18:06:25
3 me. Seems like spam. 18:06:27
4 [REDACTED] 18:06:29
5 [REDACTED] 18:06:33
6 [REDACTED] [REDACTED] 18:06:37
7 [REDACTED] [REDACTED] 18:06:39
8 [REDACTED] 18:06:42
9 A. Uh-huh. 18:06:44
10 Q. Why did you say you're not willing to cold 18:06:45
11 call people? 18:06:47
12 A. I'm not a person who likes to do anything 18:06:48
13 related to calling people on the phone. I'm an 18:06:56
14 engineer because I want to be the type of person who 18:07:01
15 works on projects, not the type of person who calls 18:07:05
16 people on the phone. I think that this was 18:07:10
17 facetious or sarcastic because this person e-mailed 18:07:12
18 me five times, according to this. And I don't know 18:07:21
19 that I had any serious interest in talking to them 18:07:24
20 about anything. 18:07:28
21 Q. Did you ever set up your spam filter to 18:07:31
22 filter out any e-mails from recruiters? 18:07:34
23 A. I probably set them up to filter out from 18:07:38
24 certain recruiters who would not -- who I didn't 18:07:41
25 think were legitimate recruiters or the ones who 18:07:45

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1 spammed me with, you know, various requests that 18:07:49
2 went, "Hey, do you want to pick up this job in 18:07:51
3 Connecticut?" You know, where I clearly had 18:07:52
4 indicated wherever it was I was looking for a job at 18:07:58
5 the time, but I was not open to relocating to a 18:08:02
6 different state or something like that. So if I -- 18:08:04
7 if I find a recruiter that's not -- at that point I 18:08:05
8 don't even know if I would call them a recruiter or 18:08:08
9 spammer. If someone is sending massive amounts of 18:08:10
10 e-mail that I don't want, I do filter it out. 18:08:15

11 Q. So how would you do that? You would put 18:08:17
12 the specific recruiter in a spam filter? 18:08:20

13 A. I might just put a portion of the 18:08:22
14 recruiter's e-mail in a spam filter. 18:08:24

15 Q. Did you produce documents from your spam 18:08:28
16 folder? 18:08:29

17 A. I've produced all documents, including 18:08:30
18 documents from my spam filter I -- that would -- 18:08:32
19 although, I believe the spam filter probably has an 18:08:35
20 automatic purge function. I believe Gmail does have 18:08:38
21 an automatic purge function for spam after 30 days. 18:08:42
22 So I produced all documents that were available to 18:08:47
23 me which the key words that were indicated and that 18:08:50
24 includ- -- that included any that might have been in 18:08:53
25 the spam filter. 18:08:55

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1 STATE OF CALIFORNIA) ss:
2 COUNTY OF MARIN)
3

4 I, ASHLEY SOEVYN, CSR No. 12019, do hereby
5 certify:

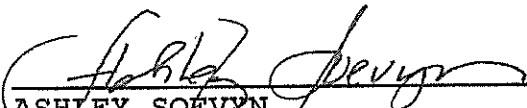
6 That the foregoing deposition testimony was
7 taken before me at the time and place therein set
8 forth and at which time the witness was administered
9 the oath;

10 That the testimony of the witness and all
11 objections made by counsel at the time of the
12 examination were recorded stenographically by me,
13 and were thereafter transcribed under my direction
14 and supervision, and that the foregoing pages
15 contain a full, true and accurate record of all
16 proceedings and testimony to the best of my skill
17 and ability.

18 I further certify that I am neither counsel for
19 any party to said action, nor am I related to any
20 party to said action, nor am I in any way interested
21 in the outcome thereof.

22 IN THE WITNESS WHEREOF, I have transcribed my
23 name this 1st day of November, 2012.

24


25 ASHLEY SOEVYN
CSR NO. 12019

Page 341

1 UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION
3
4 -----
5 IN RE: HIGH-TECH EMPLOYEE)
6 ANTITRUST LITIGATION) No. 11-CV-2509-LHK
7 -----
8
9
10 HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

11
12
13 VIDEOTAPED DEPOSITION OF DANIEL STOVER
14 San Francisco, California
15 Monday, October 29, 2012
16 Volume I
17
18
19
20 Reported by:
21 ASHLEY SOEVYN
22 CSR No. 12019
23 JOB No. 1541285
24
25 PAGES 1 - 298

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1	for the plaintiffs.	09:22:19
2	MS. LEEBOVE: Lisa Leebove, Joseph Saveri	09:22:20
3	Lawfirm for the plaintiffs.	09:22:21
4	MS. ZENG: Catherine Zeng from Jones Day on	09:22:23
5	behalf of Adobe.	09:22:25
6		09:22:41
7	Daniel Stover,	09:22:41
8	the witness, after first having been duly sworn,	09:22:41
9	testified as follows:	09:22:41
10		09:22:41
11	EXAMINATION	09:22:41
12	BY MR. KIERNAN:	09:22:41
13	Q. Good morning, Mr. Stover. Can you state	09:22:41
14	your full name for the record, please.	09:22:49
15	A. Daniel Douglas Stover.	09:22:51
16	Q. Okay. And what is your current address?	09:22:53
17	A. 1440 Northwest 64th Street, Apartment 302,	09:22:54
18	Seattle, Washington.	09:23:00
19	Q. Okay. How long have you lived in	09:23:01
20	Seattle?	09:23:02
21	A. Slightly over two years. I moved there in	09:23:04
22	September of 2010.	09:23:10
23	Q. And why did you move to Seattle?	09:23:14
24	A. My wife recently finished graduate school	09:23:17
25	here as a social worker. I was changing careers at	09:23:20

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1	the time, it was slightly less expensive there.	09:23:27
2	Q. Understood.	09:23:30
3	A. So I attended a program, getting a degree	09:23:32
4	in fine woodworking. And now I'm doing cabinet	09:23:36
5	making.	09:23:39
6	Q. Is that what -- you mentioned switching	09:23:40
7	careers. Is that what you're solely doing now, is	09:23:42
8	cabinet making?	09:23:45
9	A. Correct.	09:23:46
10	Q. Okay.	09:23:47
11	A. I stay apprised of technology changes and	09:23:47
12	different programming languages as something I could	09:23:52
13	fall back to, but I'm currently not practicing	09:23:56
14	that.	09:23:56
15	Q. When was the last time you were paid for	09:24:02
16	work related to technology?	09:24:05
17	A. I would estimate December of 2010, shortly	09:24:07
18	after I moved to Seattle.	09:24:12
19	Q. And that was when you were working as an	09:24:13
20	independent consultant?	09:24:15
21	A. Correct.	09:24:16
22	Q. Was that the work for -- who were you doing	09:24:18
23	the work for?	09:24:18
24	A. It was for myself. I was working on a	09:24:20
25	project with Bodybuilding.com. It's a company in	09:24:23

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1	[REDACTED]	12:53:18
2	[REDACTED]	12:53:20
3	[REDACTED]	12:53:24
4	[REDACTED]	12:53:26
5	[REDACTED]	12:53:29
6	[REDACTED]	12:53:29
7	[REDACTED]	12:53:29
8	[REDACTED].	12:53:34
9	[REDACTED]	12:53:37
10	[REDACTED]	12:53:43
11	[REDACTED]	12:53:44
12	[REDACTED]	12:53:44
13	[REDACTED]	12:53:49
14	[REDACTED]	12:53:55
15	[REDACTED]	12:53:57
16	[REDACTED]	12:53:59
17	[REDACTED]	12:54:26
18	[REDACTED]	12:54:30
19	[REDACTED]	12:54:32
20	[REDACTED]	12:54:35
21	[REDACTED]	12:54:41
22	[REDACTED]	12:54:46
23	[REDACTED]	12:54:49
24	[REDACTED]	12:54:51
25	[REDACTED].	12:54:54

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1 Q. You have a LinkedIn profile, correct? 12:55:04
2 A. I do. 12:55:07
3 Q. And you keep that fairly up-to-date? 12:55:07
4 A. Relatively. 12:55:10
5 Q. In fact, you just updated to include your 12:55:10
6 education at the Center for Wood Construction, 12:55:16
7 right? 12:55:18
8 A. Slightly four months ago, something like 12:55:18
9 that. 12:55:21
10 Q. So "yes" is the answer? 12:55:22
11 A. Yes. 12:55:23
12 Q. And on your LinkedIn account, you have when 12:55:24
13 you stated into it, correct? 12:55:28
14 A. I believe so. 12:55:29
15 Q. And there you have July of 2006? 12:55:33
16 MS. LEEBOVE: Is that a question? 12:55:35
17 MR. KIERNAN: Isn't that right? 12:55:38
18 THE WITNESS: I honestly don't know. 12:55:41
19 BY MR. KIERNAN: 12:55:44
20 Q. I'll represent to you that's what you wrote 12:55:44
21 on the Internet, is that you worked there in July of 12:55:46
22 2006. 12:55:51
23 A. Uh-huh. 12:55:53
24 [REDACTED] 12:55:53
25 [REDACTED] 12:56:00

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1	[REDACTED]	12:56:06
2	[REDACTED]	12:56:08
3	[REDACTED]	12:56:11
4	[REDACTED]	12:56:16
5	[REDACTED]	12:56:52
6	[REDACTED]	12:56:55
7	[REDACTED]	12:57:01
8	[REDACTED]	12:57:03
9	[REDACTED]	12:57:05
10	[REDACTED]	12:57:06
11	[REDACTED]	12:57:09
12	[REDACTED]	12:57:11
13	[REDACTED]	12:57:11
14	[REDACTED]	12:57:14
15	[REDACTED]	12:57:14
16	[REDACTED]	12:57:17
17	[REDACTED]	12:57:18
18	[REDACTED]	12:57:19
19	[REDACTED]	12:57:22
20	[REDACTED]	12:57:24
21	[REDACTED].	12:57:26
22	[REDACTED]	12:57:26
23	[REDACTED]	12:57:27
24	[REDACTED]	12:57:29
25	[REDACTED]	12:57:31

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1	[REDACTED]	12:57:34
2	[REDACTED]	12:57:36
3	[REDACTED]	12:57:37
4	[REDACTED]	12:57:39
5	[REDACTED]	12:57:40
6	[REDACTED]	12:57:47
7	[REDACTED]	12:57:47
8	[REDACTED]	12:57:49
9	[REDACTED]	12:57:52
10	[REDACTED]	12:57:58
11	[REDACTED]	12:58:01
12	[REDACTED]	12:58:04
13	[REDACTED]	12:58:06
14	[REDACTED]	12:58:07
15	[REDACTED]	12:58:09
16	[REDACTED]	12:58:11
17	[REDACTED]	12:58:14
18	[REDACTED]	12:58:16
19	[REDACTED]	12:58:16
20	[REDACTED]	12:58:18
21	[REDACTED]	12:58:20
22	[REDACTED]	12:58:20
23	[REDACTED]	12:58:21
24	[REDACTED]	12:58:21
25	[REDACTED]	12:58:24

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1	[REDACTED] [REDACTED]	13:03:29	
2	[REDACTED]	[REDACTED].	13:03:30
3	[REDACTED]	[REDACTED]	13:03:32
4	[REDACTED]		13:03:37
5	[REDACTED]	[REDACTED]	13:03:37
6	[REDACTED]		13:03:40
7	[REDACTED]	[REDACTED]	13:03:46
8	[REDACTED]		13:03:48
9	[REDACTED]		13:03:54
10	[REDACTED]	[REDACTED]	13:03:55
11	[REDACTED]		13:03:56
12	[REDACTED]	[REDACTED]	13:04:00
13	[REDACTED]		13:04:06
14	[REDACTED]	[REDACTED]	13:04:06
15	[REDACTED]		13:04:11
16	[REDACTED]	[REDACTED]	13:04:15
17	[REDACTED]		13:04:21
18	[REDACTED]	[REDACTED]	13:04:25
19	[REDACTED]	[REDACTED]	13:04:26
20	[REDACTED]	[REDACTED]	13:04:34
21	[REDACTED]	[REDACTED]	13:04:36
22	[REDACTED]		13:04:42
23	[REDACTED]		13:04:45
24	[REDACTED]		13:04:49
25	MS. LEEBOVE: Objection, misstates prior	13:04:50	

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HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1	testimony, mischaracterizes prior testimony as	13:04:53
2	well.	13:04:55
3	THE WITNESS: It would be another example	13:04:56
4	of where I was not careful about the dates I was	13:04:57
5	using.	13:05:00
6	BY MR. KIERNAN:	13:05:00
7	Q. But you were careful in LinkedIn, right?	13:05:00
8	MS. LEEBOVE: Objection, vague.	13:05:04
9	THE WITNESS: I can't guarantee everything	13:05:08
10	here is exactly right, but it appears I was more	13:05:10
11	careful.	13:05:25
12	BY MR. KIERNAN:	13:05:26
13	Q. And what I'd like you to do, Mr. Stover, is	13:05:26
14	look at 92 and 93 side by side, okay? The resume	13:05:28
15	that you recently sent out for Fulwiler James is	13:05:35
16	dated October 2004 - September 2005, do you see	13:05:40
17	that?	13:05:44
18	A. Yes.	13:05:45
19	Q. All right. And then in your LinkedIn	13:05:46
20	profile, which is Exhibit 93, you've written	13:05:49
21	November 2005 through June 2006, do you see that?	13:05:56
22	A. Yes.	13:06:01
23	Q. Which months did you work for Fulwiler	13:06:03
24	James?	13:06:05
25	A. I don't recall.	13:06:07

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1	A. It looks like --	14:13:16
2	Q. I'm sorry, let me strike that. Let me ask	14:13:18
3	it a different way.	14:13:20
4	What months -- what month and year did you	14:13:21
5	work -- start at Intuit and then end at Intuit?	14:13:24
6	A. So I started in approximately November 2006	14:13:29
7	as a full-time employee. Could be off a month or	14:13:33
8	two, but -- and then I'm pretty confident that I	14:13:38
9	ended in December 2009.	14:13:44
10	Q. After you left Intuit, you worked as an	14:13:54
11	independent consultant; is that correct?	14:13:57
12	A. Correct.	14:13:59
13	Q. All right. And I think we discussed this	14:13:59
14	morning you worked as an independent consultant from	14:14:01
15	approximately December 2009 -- actually, this	14:14:05
16	morning you said January 2010 through approximately	14:14:08
17	December 2010. But you --	14:14:12
18	A. Okay.	14:14:13
19	Q. Okay. I want to know what years you think	14:14:13
20	you worked there -- you worked as an independent	14:14:15
21	consultant?	14:14:15
22	A. What years?	14:14:17
23	Q. When you worked as an independent	14:14:18
24	consultant.	14:14:18
25	A. So, I started shortly after leaving Intuit,	14:14:19

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

1 your own." 15:04:26

2 And then you responded, "Plaintiff used the 15:04:28

3 following sources of information regarding jobs or 15:04:31

4 compensation other than his own: Cold calls 15:04:33

5 received, co-workers, professional contacts, and 15:04:36

6 Internet researches" -- "resources such as 15:04:41

7 LinkedIn." 15:04:45

8 Is your response to interrogatory number 7 15:04:47

9 complete? 15:04:49

10 A. As far as I recall, yes. 15:05:00

11 Q. And which of these resources did you use to 15:05:04

12 look for job opportunities or keep abreast of job 15:05:08

13 opportunities? 15:05:12

14 A. Yeah, I think I definitely qualified as 15:05:15

15 staying abreast of job opportunities, so I liked 15:05:17

16 LinkedIn and great kind of interactions there. I've 15:05:21

17 already spoken about kind of an informal processes 15:05:28

18 that a co-worker can go through. So cold calls 15:05:32

19 received. I guess that would include both, you 15:05:38

20 know, e-mails I received from recruiters, whether 15:05:43

21 they are internal or external to a company or actual 15:05:47

22 phone calls which are less common. And professional 15:05:50

23 contacts I think I already covered. Discussed the 15:05:58

24 fact that, you know, you work with consultants all 15:06:01

25 the time, which is an exposure to companies outside 15:06:03

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1	you.	15:06:10
2	Q. While you were employed at Intuit -- excuse	15:06:11
3	me, did you use the sources that you just identified	15:06:17
4	to keep a breast of job opportunities?	15:06:22
5	A. I did.	15:06:27
6	Q. All right. And on the Internet resources	15:06:29
7	you mentioned LinkedIn. So while you were employed	15:06:31
8	at Intuit, you had a LinkedIn profile?	15:06:37
9	A. Yes, at some point I would have created	15:06:40
10	one.	15:06:42
11	Q. And you used LinkedIn to stay abreast of	15:06:43
12	job opportunities, while you were employed at	15:06:47
13	Intuit?	15:06:49
14	MS. LEEBOVE: Objection, misstates prior	15:06:53
15	testimony.	15:06:55
16	THE WITNESS: Yes.	15:06:56
17	BY MR. KIERNAN:	15:06:57
18	Q. And any other Internet resources, like job	15:06:57
19	boards, for example, Monster.com?	15:07:01
20	A. I'm sure I've looked at various job boards,	15:07:05
21	but I don't recall any specific sites.	15:07:10
22	Q. Do you recall ever visiting Monster.com?	15:07:17
23	A. While I was at Intuit, I don't recall	15:07:22
24	visiting it. I may have. I know at some point	15:07:24
25	early in my career, you know, I had an account	15:07:28

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1	there. But I don't specifically remember using	15:07:30
2	that while I was at Intuit.	15:07:34
3	Q. What about any other Internet resources,	15:07:46
4	other than LinkedIn that you used while you were	15:07:53
5	employed at Intuit?	15:07:55
6	A. Again, I'm sure there were a bunch. I	15:08:00
7	guess you could say Craigslist, maybe, although I	15:08:02
8	can't recall specifically if I used that. You know,	15:08:09
9	LinkedIn was most definitely the main resource that	15:08:11
10	I used and the one that I remember.	15:08:14
11	Q. Facebook? Did you use that to stay abreast	15:08:19
12	of job opportunities?	15:08:22
13	A. No.	15:08:24
14	Q. Dice.com?	15:08:26
15	A. Not that I recall.	15:08:28
16	Q. Have you ever used Dice.com?	15:08:31
17	A. I can't recall if I have or have not.	15:08:34
18	Q. Have you ever used Hotjobs?	15:08:39
19	A. I don't recall.	15:08:40
20	Q. Have you ever used Yahoo jobs?	15:08:41
21	A. I don't recall.	15:08:43
22	Q. Any industry specific sites -- websites?	15:08:51
23	A. I don't know how -- why they used LinkedIn	15:09:00
24	is, I mean it seems to be somewhat industry specific	15:09:03
25	to me. I could be wrong about that. But nothing	15:09:09

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1	MS. LEEBOVE: Objection, calls for a legal	15:40:53
2	conclusion.	15:40:54
3	MR. KIERNAN: I have to know, which legal	15:40:54
4	conclusion, e-mail?	15:40:57
5	MS. LEEBOVE: You're using the word "cold	15:40:58
6	call," and I'll continue to object to it. And like	15:41:02
7	you said, my objections don't matter to you so go	15:41:06
8	ahead.	15:41:06
9	MR. KIERNAN: Okay. Go ahead, Mr. Stover.	15:41:07
10	THE WITNESS: I have no specific	15:41:08
11	recollection of receiving any recruiting efforts	15:41:09
12	while at Intuit.	15:41:15
13	BY MR. KIERNAN:	15:41:20
14	Q. As you sit here today, the approximate 40	15:41:21
15	calls that you received, you don't know what	15:41:24
16	percentage were phone calls versus e-mails or	15:41:28
17	in-mail through LinkedIn; is that accurate?	15:41:33
18	A. In terms of proportion, I mean, only five	15:41:36
19	percent maybe were phone calls. As I said, it's	15:41:41
20	kind of a memorable thing to see.	15:41:45
21	Q. With respect to the phone calls, did you	15:41:50
22	make any efforts to screen the calls so you didn't	15:41:54
23	have to pick it up and --	15:41:57
24	A. No desire at all to talk to him.	15:41:58
25	Q. Why is that?	15:42:03

1 A. I mean, it's not really a method that -- 15:42:03
2 you know, it probably indicates kind of a lack of, 15:42:05
3 you know, respect and kind of an unprofessional way 15:42:09
4 to go about finding someone. 15:42:15

5 Q. The cold phone call? 15:42:16

6 A. I mean, particularly, in Silicon Valley now 15:42:19
7 that you have sites like LinkedIn, yeah. It doesn't 15:42:21
8 really show a lot of effort in terms of myself, it's 15:42:24
9 just kind of a random screening. 15:42:29

10 Q. Do you recall ever having a conversation, 15:42:32
11 you know, that was -- that was part of a cold call 15:42:35
12 by telephone? 15:42:38

13 A. I -- 15:42:39

14 MS. LEEBOVE: Objection, calls for a legal 15:42:39
15 conclusion, vague and ambiguous. 15:42:42

16 THE WITNESS: I don't recall having a 15:42:45
17 specific conversation. I remember listening to 15:42:47
18 e-mails, but I probably -- or not e-mails, voice 15:42:49
19 mails, but I don't have any specific examples. 15:42:50

20 MR. KIERNAN: Oh, excuse me. Am I still 15:43:10
21 connected? 15:43:11

22 THE VIDEOGRAPHER: Yeah. 15:43:15

23 MR. KIERNAN: Sorry about that. 15:43:15

24 BY MR. KIERNAN: 15:43:16

25 Q. What was your feeling about the e-mails 15:43:16

1 that you received in LinkedIn or e-mails? In other 15:43:21
2 words, did you take those more seriously or -- 15:43:26

3 A. I would -- I would scan them. 90 percent 15:43:34
4 or thereabouts were from organizations I wasn't very 15:43:37
5 interested in or random recruiters. So 15:43:44
6 occasionally, there may be one from a particular 15:43:49
7 company that would pop up for me and peak my 15:43:51
8 interest, but I wasn't really actively looking for 15:43:59
9 another position while I was working at Intuit, so 15:44:01
10 those ones that did peak my interest I would note 15:44:04
11 and probably write them back thanking them. 15:44:08

12 Q. As you sit here today, do you recall any 15:44:17
13 that peaked your interest, while you were employed 15:44:19
14 at Intuit? 15:44:19

15 A. I don't have any specific recollection. 15:44:23

16 Q. And -- but you think about 90 percent were 15:44:34
17 from companies that you weren't interested in, which 15:44:42
18 would leave about 10 percent of companies that you 15:44:46
19 may be interested in? 15:44:50

20 A. As an estimate. 15:44:52

21 Q. Do you recall any of the companies that 15:44:59
22 would fall into the ten percent ones that you would 15:45:03
23 be interested in pursuing a job opportunity? 15:45:06

24 A. While I was working at Intuit, I would be 15:45:11
25 guessing at this point. 15:45:22

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1	A. I do not.	15:51:29
2	Q. In your experience, is it common for a call	15:51:34
3	not to include specific numbers with respect to	15:51:37
4	compensation?	15:51:41
5	MS. LEEBOVE: Objection, vague.	15:51:43
6	THE WITNESS: In terms of my definition of	15:51:47
7	what a cold call is --	15:51:50
8	MR. KIERNAN: Uh-huh.	15:51:54
9	THE WITNESS: -- I would say initial	15:51:54
10	contact that would be unusual.	15:51:57
11	BY MR. KIERNAN:	15:51:59
12	Q. In your experience, when is compensation	15:51:59
13	typically -- when is that typically broached in the	15:52:01
14	process for exploring job opportunities?	15:52:06
15	MS. LEEBOVE: Objection, vague.	15:52:10
16	THE WITNESS: I can say for myself that it	15:52:12
17	would happen, you know, at the point it's pretty	15:52:14
18	clear the job is going to be offered.	15:52:17
19	BY MR. KIERNAN:	15:52:20
20	Q. So sometime after the interview process?	15:52:20
21	MS. LEEBOVE: Objection, misstates	15:52:24
22	testimony.	15:52:24
23	THE WITNESS: I mean, it's a hard one to	15:52:38
24	answer. Interview process, depending on where	15:52:39
25	you're working, may be talking with a person for 15	15:52:42

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1	or to look at as a reference point in determining	16:30:04
2	what you should be paid at Intuit?	16:30:08
3	A. At times, yes.	16:30:14
4	Q. At times?	16:30:15
5	A. Yes.	16:30:16
6	Q. How often?	16:30:16
7	A. I really could not say.	16:30:23
8	Q. Throughout your employment at Intuit?	16:30:27
9	A. I can't say when I started looking, but	16:30:30
10	yeah. Sometimes I might look once a month,	16:30:33
11	sometimes I might look once a year.	16:30:36
12	Q. How many times while you were employed at	16:30:38
13	Intuit did you try to negotiate a higher	16:30:40
14	compensation?	16:30:43
15	A. Once -- once.	16:30:44
16	Q. Once. The time that we've been talking	16:30:47
17	about with Ravi?	16:30:49
18	A. Five -- four or five-month period.	16:30:51
19	Q. Before you quit in December of 2009?	16:30:58
20	A. Correct.	16:31:03
21	Q. Okay. You mentioned rates within Intuit	16:31:04
22	that contractors charge. What contractors did you	16:31:12
23	use as a reference point?	16:31:20
24	A. There is one specific example I can give	16:31:40
25	you. Her name is [REDACTED] (phonetic). I	16:31:45

1 that would be in terms of a skill set, I'm quite 16:58:40
2 confident there are particular roles there that I 16:58:46
3 could have filled competently. 16:58:49

4 Q. What I'm trying to figure out, Mr. Stover, 16:58:51
5 is if you were only qualified to work at Intuit 16:58:53
6 because of their particular needs, or if you were 16:58:56
7 qualified to work at other companies and what types 16:59:02
8 of companies. I'm not trying to trick you, sir. If 16:59:04
9 you think you're not qualified, that's -- I'm happy 16:59:08
10 with that testimony too. 16:59:10

11 A. The one caveat I'm looking at is, you know, 16:59:11
12 I don't have a degree, right, so some companies will 16:59:15
13 filter me out based on that. But beyond that, if 16:59:19
14 there was a company like a culture like Intuit to 16:59:26
15 where that's not critical and they're more 16:59:30
16 interested in the work you're doing, I'm pretty 16:59:31
17 confident I could work a lot of different places. 16:59:34

18 Q. Do you know of any other companies that 16:59:41
19 have what you referred to as large scale e-commerce 16:59:42
20 sites? 16:59:47

21 A. I mentioned Adobe. I think looking at the 16:59:48
22 consulting positions I had after I left would be 16:59:54
23 useful to kind of -- 17:00:01

24 Q. So Kodak? 17:00:02

25 A. Kodak, ATG. I think I'm going to -- I'll 17:00:03

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1	narrow this down specifically, and I'll say people	17:00:20
2	who are using ATG because that is what I specialize	17:00:23
3	in as a consultant.	17:00:32
4	Q. And is it fair, Mr. Stover, that you were	17:00:51
5	not limited to any particular type of industry with	17:00:52
6	respect to what you were qualified to work on?	17:00:55
7	A. I could not completely qualify that. I can	17:01:12
8	say that whether you're selling software, or you	17:01:16
9	know, some kind of product catalog, I mean, I am	17:01:24
10	quite sure there are industries that I would not be	17:01:27
11	qualified to work in.	17:01:30
12	Q. But if it's a company that uses an	17:01:34
13	e-commerce site, particularly ATG, you would have	17:01:40
14	been qualified to work on the web applications?	17:01:44
15	A. Again, I prefer to qualify that as a web	17:01:48
16	developer.	17:01:53
17	Q. As a web developer.	17:01:53
18	A. Yeah.	17:01:57
19	Q. But you were only able to name three such	17:01:57
20	companies, correct?	17:02:00
21	MS. LEEBOVE: Objection, misstates prior	17:02:01
22	testimony.	17:02:02
23	BY MR. KIERNAN:	17:02:02
24	Q. Well, you can add to it. I just want to	17:02:02
25	make sure. You mentioned Adobe, Kodak Gallery, ATG,	17:02:04

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1	you were working at Intuit, given your	17:03:05
2	qualifications and skill set?	17:03:15
3	A. I would say relatively broad.	17:03:16
4	Q. And was it limited to Silicon Valley,	17:03:18
5	California?	17:03:23
6	MS. LEEBOVE: Objection, vague.	17:03:23
7	THE WITNESS: I'm sure that it was not.	17:03:31
8	BY MR. KIERNAN:	17:03:36
9	Q. You think your skill qualifications were	17:03:36
10	portable to companies on the east coast? Is that	17:03:39
11	your testimony?	17:03:42
12	MS. LEEBOVE: Objection, misstates his	17:03:42
13	testimony.	17:03:44
14	THE WITNESS: I'm sure there are companies,	17:03:45
15	yes.	17:03:47
16	BY MR. KIERNAN:	17:03:48
17	Q. Did you have any restrictions with respect	17:03:48
18	to where you would work geographically?	17:03:51
19	A. Beyond personal choice, no. Well, can I	17:04:01
20	qualify that?	17:04:12
21	Q. You can. Please.	17:04:13
22	A. You said "geographically." That kind of	17:04:19
23	encompasses the whole world, right?	17:04:22
24	Q. Yeah.	17:04:23
25	A. So I probably would not get a Visa to work	17:04:23

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1 STATE OF CALIFORNIA) ss:
2 COUNTY OF MARIN)
3

4 I, ASHLEY SOEVYN, CSR No. 12019, do hereby
5 certify:

6 That the foregoing deposition testimony was
7 taken before me at the time and place therein set
8 forth and at which time the witness was administered
9 the oath;

10 That the testimony of the witness and all
11 objections made by counsel at the time of the
12 examination were recorded stenographically by me,
13 and were thereafter transcribed under my direction
14 and supervision, and that the foregoing pages
15 contain a full, true and accurate record of all
16 proceedings and testimony to the best of my skill
17 and ability.

18 I further certify that I am neither counsel for
19 any party to said action, nor am I related to any
20 party to said action, nor am I in any way interested
in the outcome thereof.

21 IN THE WITNESS WHEREOF, I have transcribed my
22 name this 2nd day of November, 2012.
23
24


ASHLEY SOEVYN, CSR 12019

25
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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

CONFIDENTIAL - ATTORNEYS' EYES ONLY

16 IN RE: HIGH-TECH EMPLOYEE
ANTITRUST LITIGATION

Master Docket No. 11-CV-2509-LHK

THIS DOCUMENT RELATES TO:

**PLAINTIFF MICHAEL DEVINE'S
SUPPLEMENTAL ANSWERS AND
OBJECTIONS TO DEFENDANTS'
FIRST SET OF INTERROGATORIES**

10 || ALL ACTIONS

PROPOUNDING PARTY: Defendants

RESPONDING PARTY: Plaintiff Michael Devine

SET NUMBER: One

Pursuant to Rule 33 of the Federal Rules of Civil Procedure and the Local Rules of the United States District Court for the Northern District of California, Plaintiff Michael Devine (“Plaintiff”), provides answers to Defendants’ First Set Interrogatories as follows:

PRELIMINARY STATEMENT

The Answers set forth below are based upon information and documents currently available to Plaintiff. Plaintiff's investigation and discovery in this matter is not complete. Additional investigation and discovery may disclose further information relevant to these Answers, as could information and documents obtained from Defendants through additional discovery procedures. Accordingly, Plaintiff reserves the right to amend, alter, supplement, modify, or otherwise revise these Answers.

Further, the Answers herein contain extremely sensitive and confidential information, production of which on a "CONFIDENTIAL" basis would create a substantial risk of serious harm that cannot be avoided through less restrictive means. This document is therefore designated CONFIDENTIAL - ATTORNEYS' EYES ONLY.

GENERAL OBJECTIONS

The following General Objections apply to each and every applicable Interrogatory, and are incorporated by reference into each and every applicable Answer as if set forth in full in each Response.

1. Plaintiff objects to the instructions and definitions of the terms "Communication" and "Documents" purportedly made a part of the Interrogatories to the extent that they impose duties and/or responsibilities beyond that which is required by the Federal Rules of Civil Procedure or the Local Rules of the United States District Court for the Northern District of California.

2. Plaintiff objects to the Interrogatories as overbroad to the extent they are not limited by relevant time period. Plaintiff will construe each Interrogatory as pertaining to the period beginning at the time Plaintiff began working for the employer immediately preceding the first time that Plaintiff worked for a Defendant, and ending at the time Plaintiff began working for the employer that employed Plaintiff immediately after Plaintiff was last employed by a Defendant.

3. Plaintiff objects to the Interrogatories to the extent they call for information protected by the attorney-client privilege, the work product doctrine, or any other constitutional,

1 statutory, or common law privilege or protection, including Plaintiff's privacy rights, or the
2 privacy rights of others, or any other lawfully recognized privilege or immunity from disclosure
3 that may attach to information requested by the interrogatory.

4 4. In responding to the Interrogatories, Plaintiff does not adopt, embrace or accept
5 any term or definition employed by Defendants. These responses are made based upon Plaintiff's
6 interpretation of words contained in the Interrogatory, unless a specific definition or instruction
7 has been agreed upon.

8 Subject to, and without waiving, any of the foregoing objections, Plaintiff answers as
9 follows:

10 **ANSWERS AND OBJECTIONS TO INTERROGATORIES**

11 **INTERROGATORY NO. 1:**

12 State all names that You have ever used or been known by.

13 **ANSWER TO INTERROGATORY NO. 1:**

14 Plaintiff objects to Interrogatory No. 1 as overbroad, unduly burdensome, and unlikely to
15 lead to the discovery of admissible evidence, including because the Interrogatory is not limited in
16 scope to any specific time period and seeks irrelevant information. To the extent that the
17 Interrogatory is overbroad, Plaintiff also objects on the basis of privacy.

18 Subject to and without waiving any general or specific objection, Plaintiff answers
19 Interrogatory No. 1 as follows:

20 Michael Devine.

21 Michael Worobec.

22 **INTERROGATORY NO. 2:**

23 State all addresses where You have lived.

24 **ANSWER TO INTERROGATORY NO. 2:**

25 Plaintiff objects to Interrogatory No. 2 as overbroad, unduly burdensome, and unlikely to
26 lead to the discovery of admissible evidence, including because the Interrogatory is not limited in
27 scope to any specific time period and seeks irrelevant information. To the extent that the
28 Interrogatory is overbroad, Plaintiff also objects on the basis of privacy.

1 Subject to and without waiving any general or specific objection, Plaintiff answers
2 Interrogatory No. 2 as follows:

3 Plaintiff's current address is: 1633 Bellevue Avenue, #311, Seattle, Washington 98122.
4 Plaintiff has previously lived in: Albuquerque, New Mexico; Louisville, Colorado; Boulder,
5 Colorado; Pacifica, California; and New York City, New York.

6 **INTERROGATORY NO. 3:**

7 Describe Your education in detail, including without limitation the schools or other
8 instructional institutions You attend or have attended, the time periods You attend or have
9 attended the institutions, the subjects You studied, and any degrees, licenses, or other
10 certifications You obtained.

11 **ANSWER TO INTERROGATORY NO. 3:**

12 Plaintiff objects to Interrogatory No. 3 as overbroad and unlikely to lead to discoverable
13 evidence, including because this Interrogatory is not limited to the relevant time period or the
14 subject matter of the lawsuit. To the extent that the Interrogatory is overbroad, Plaintiff also
15 objects on the basis of privacy.

16 Subject to and without waiving any general or specific objection, Plaintiff answers
17 Interrogatory No. 3 as follows:

18 Plaintiff attended Grinnell College from 1986 to 1990 and received a bachelor's degree
19 with a major in mathematics.

20 Plaintiff attended the University of New Mexico from 2002 to 2004, and received a
21 bachelor's degree in fine arts. His studies included computer science, among other subjects.

22 **INTERROGATORY NO. 4:**

23 Describe Your Employment history in detail, including without limitation the name of the
24 employer, the Job location (city and state), how You became aware of the Job opening, the date
25 range of Your Employment, a description of Your Job duties for each position (and the dates You
26 held each such position if You held more than one position with any given employer), a
27 description of the Compensation You received for each Job including any adjustments made to
28 such Compensation, and the reason Your Employment ended.

1 **ANSWER TO INTERROGATORY NO. 4:**

2 Plaintiff objects to Interrogatory No. 4 as overbroad, unduly burdensome, and unlikely to
 3 lead to the discovery of admissible evidence because the Interrogatory is not limited in scope to
 4 matters relevant to this lawsuit or to any specific time period. To the extent that the Interrogatory
 5 is overbroad, Plaintiff also objects on the basis of privacy.

6 Subject to and without waiving any general or specific objection, Plaintiff answers
 7 Interrogatory No. 4 as follows:

8 In college, Plaintiff became aware of the research assistant position at NASA Goddard
 9 Institute for Space Studies in New York City, New York, through a family acquaintance. He
 10 worked there in the summer of 1989. [REDACTED] Duties included
 11 programming on personal computers and mainframe computers to create a numerical model.
 12 Plaintiff left NASA after the end of the summer.

13 Plaintiff applied to the same employer after college. He worked there from August 1990
 14 through May 1991. [REDACTED] Duties included studying the human impact on the ozone layer by performing calibrations of the
 15 numerical model to real data, and creating computer graphic diagnostics. Plaintiff left NASA to
 16 pursue better job opportunities.

17 Plaintiff became aware of the programmer position at Merrill Lynch & Co., Inc., through
 18 a newspaper ad. He worked there from May 1991 through December 1991. [REDACTED]
 19 [REDACTED] Duties included designing the user-interface, maintaining the
 20 database, and implementing analytical techniques. Plaintiff left Merrill Lynch to pursue better
 21 job opportunities.

22 Plaintiff became aware of the software engineer position at NOAA National Geophysical
 23 Data Center in Boulder, Colorado, through a contact at NASA. He worked there from February
 24 1992 through June 1993. [REDACTED] Duties included
 25 designing and implementing a graphing and data analysis module. Plaintiff left NOAA to pursue
 26 better job opportunities.

27 Plaintiff then worked as a contract senior software engineer at AT&T, through a temp

1 agency, in a suburb of Denver, Colorado. [REDACTED] Plaintiff worked in the
 2 position for approximately 6 months. Plaintiff left to pursue better job opportunities.

3 From early 1994 through May 1996, Plaintiff worked in a variety of contract positions as
 4 a senior software engineer, working primarily from Denver, Colorado. Plaintiff learned of these
 5 work opportunities through personal contacts and research. [REDACTED]

6 [REDACTED] Meanwhile, Plaintiff worked on his own startup company,
 7 Worb.com. Plaintiff ceased working in these contract positions to pursue better job opportunities.

8 Plaintiff recalls becoming aware of a senior software engineer position at Inquiry.com,
 9 through a cold call from a recruiter. The position was located in San Mateo, California. He
 10 worked there from May 1996 through November 1996. [REDACTED]

11 [REDACTED]
 12 [REDACTED] Duties included writing applications, integrating search
 13 engines with database content, and designing an object-oriented framework. Plaintiff left
 14 Inquiry.com to pursue better job opportunities.

15 Plaintiff became aware of a technical director position at Preview Systems, Inc. in Palo
 16 Alto, California through a professional contact. He worked there from November 1996 through
 17 March 1998. [REDACTED]

18 [REDACTED]
 19 [REDACTED]. Duties included designing and developing a
 20 transaction server to fit market needs. Plaintiff left Preview Systems to pursue better job
 21 opportunities.

22 From March 1998 to August 1999, Plaintiff worked in a variety of contract positions as a
 23 software architect and developer, working primarily out of Colorado. He learned of these work
 24 opportunities through personal contacts and research. [REDACTED]

25 [REDACTED] Plaintiff ceased working in these contract positions to pursue better job opportunities.

26 Plaintiff cannot recall how he became aware of a senior software engineer position at
 27 Nupremis. [REDACTED]
 28 [REDACTED]

1 [REDACTED]. The job was located in Boulder, Colorado. He worked
 2 there from September 1999 through December 2000. Plaintiff left to pursue better job
 3 opportunities.

4 Plaintiff became aware of the contract position as a system architect at StorageTek, Inc.
 5 (through Symmetry Resources) through internet research. He worked there from December 2000
 6 through March 2001. [REDACTED] Duties included developing and
 7 architecting appliance systems. Plaintiff left StorageTek to pursue better job opportunities.

8 Plaintiff became aware of the contract firmware engineer position at Conexant Systems,
 9 Inc. (through an agency) through a personal contact. He worked there from July 2001 through
 10 January 2002. [REDACTED] Duties included designing and developing
 11 firmware for digital cameras. Plaintiff left Conexant Systems when the project was completed.

12 Plaintiff became aware of the contract software engineer position at Microsoft
 13 Corporation in Redmond, Washington (through Siemens Business services) through internet
 14 research. He worked there from January 2005 through October 2005. [REDACTED]

15 [REDACTED] Duties included developing software for systems management. Plaintiff left Microsoft to
 16 pursue better job opportunities.

17 Plaintiff became aware of the contract software engineer position at Adobe (through
 18 Manpower Professional Services) in Seattle, Washington through internet research. He worked
 19 as a contractor for Adobe Systems, Inc. in Seattle, Washington from March 2006 through
 20 approximately September 2006. [REDACTED] Duties included designing and
 21 developing software update technologies, analyzing security of source codes, and developing
 22 licensing management, registration, and cash reporting. Plaintiff left Manpower to accept a
 23 position at Adobe, which Plaintiff believed would provide increased compensation and career
 24 opportunities.

25 Plaintiff became aware of the senior computer scientist position at Adobe Systems, Inc. in
 26 Seattle, Washington through his contract work. He worked there from approximately October
 27 2006 through July 2008. [REDACTED]

28 [REDACTED] Duties included designing and

1 developing software update technologies, analyzing security of source codes, and developing
 2 licensing management, registration, and cash reporting. Plaintiff left Adobe because Adobe failed
 3 to fix software flaws Plaintiff identified and remedied.

4 Plaintiff became aware of the contract software development engineer position at
 5 Microsoft Corporation (through Volt Technical Services) in Redmond, Washington, through
 6 internet research. He worked there from October 2008 through September 2009 for the first
 7 contract, and again from March 2010 through October 2010 for the second contract (through
 8 Northwest Contract Services). [REDACTED]

9 [REDACTED] For both contracts, duties included developing tools and
 10 software. Plaintiff left because there was no further need for Plaintiff's work.

11 Plaintiff was recruited through iMatch for the senior mobile developer position at
 12 Dashwire. He began employment there in March 2012, and continues to work there. [REDACTED]

13 [REDACTED] Plaintiff's duties include developing mobile applications.

14 **INTERROGATORY NO. 5:**

15 Describe each Job for which You have applied, including the name of the employer, the
 16 Job location (city and state), the name of position, how You became aware of the Job opening, a
 17 description of the duties of the Job, a description of the Compensation offered for the Job, and the
 18 date and the outcome of Your application (e.g., You did not receive a response, You were not
 19 offered the Job, You were offered the Job and declined it, You were offered and accepted the Job,
 20 etc.).

21 **ANSWER TO INTERROGATORY NO. 5:**

22 Plaintiff objects to Request No. 5 as overbroad, unduly burdensome, and unlikely to lead
 23 to the discovery of admissible evidence because the Interrogatory is not limited in scope to
 24 matters relevant to this lawsuit or to any specific time period. To the extent that the Interrogatory
 25 is overbroad, Plaintiff also objects on the basis of privacy.

26 Subject to and without waiving any general or specific objection, Plaintiff answers
 27 Interrogatory No. 5 as follows:

28 Plaintiff has no specific recollection regarding applications apart from those described in

1 response to Interrogatory No. 4.

2 **INTERROGATORY NO. 6:**

3 For each Job listed in Interrogatories 4 and 5 above, describe any negotiation of any
4 aspect of Compensation, including without limitation the date and outcome of each negotiation,
5 and identify all participants.

6 **ANSWER TO INTERROGATORY NO. 6:**

7 Plaintiffs object to Interrogatory No. 6 as overbroad and unlikely to lead to the discovery
8 of admissible evidence because the Interrogatory is not limited in scope to matters relevant to this
9 lawsuit or to any specific time period. Plaintiff further objects to the use of the undefined terms
10 “negotiation,” “aspect,” “outcome” and “participants” as vague and ambiguous. To the extent
11 that the Interrogatory is overbroad, Plaintiff also objects on the basis of privacy.

12 Subject to and without waiving any general or specific objection, Plaintiff answers
13 Interrogatory No. 6 as follows:

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 **INTERROGATORY NO. 7:**

18 Describe every source of information You have obtained or received about available Jobs
19 or Compensation for Jobs other than Your own.

20 **ANSWER TO INTERROGATORY NO. 7:**

21 Plaintiff objects to Interrogatory No. 7 as overbroad and unlikely to lead to the discovery
22 of admissible evidence because the Interrogatory is not limited in scope to matters relevant to this
23 lawsuit or to any specific time period. To the extent that the Interrogatory is overbroad, Plaintiff
24 also objects on the basis of privacy.

25 Subject to and without waiving any the general or specific objections, Plaintiff answers
26 Interrogatory No. 7 as follows:

27 Plaintiff used the following sources of information regarding jobs or compensation other
28 than his own: cold calls received, co-workers, professional contacts, and internet resources (such

1 as monster.com).

2 **INTERROGATORY NO. 8**

3 Describe every Cold Call You have ever received, including the approximate date, Your
 4 employer at the time, the identity of the person or organization contacting You, and the identity of
 5 the opportunity discussed, describe the purpose and subject matter of the Cold Call, and fully
 6 Describe Your response (e.g., You ignored it, You responded to it, You pursued the employment
 7 opportunity, You changed Jobs as a result).

8 **ANSWER TO INTERROGATORY NO. 8:**

9 Plaintiff objects to Interrogatory No. 8 as overbroad, unduly burdensome, and unlikely to
 10 lead to the discovery of admissible evidence, including because the Interrogatory is not limited in
 11 scope to matters relevant to this lawsuit or to any specific time period. To the extent that the
 12 Interrogatory is overbroad, Plaintiff also objects on the basis of privacy.

13 Subject to and without waiving any the general or specific objections, Plaintiff answers
 14 Interrogatory No. 8 as follows:

15 Plaintiff recalls receiving cold calls, but has no specific recollection regarding individual
 16 cold calls received, aside from the cold call described in response to Interrogatory No. 4.

17 **INTERROGATORY NO. 9:**

18 Describe all efforts made by You to obtain Employment which have not otherwise been
 19 described in response to Interrogatory Nos. 4-8.

20 **ANSWER TO INTERROGATORY NO. 9:**

21 Plaintiff objects to Interrogatory No. 9 overbroad, unduly burdensome, and unlikely to
 22 lead to the discovery of admissible evidence because the Interrogatory is not limited in scope to
 23 matters relevant to this lawsuit or to any specific time period. To the extent that the Interrogatory
 24 is overbroad, Plaintiff also objects on the basis of privacy.

25 Subject to and without waiving any the general or specific objections, Plaintiff answers
 26 Interrogatory No. 9 as follows:

27 Plaintiff contacted potential employers directly, and posted his resume on monster.com,
 28 hotjobs.com, and dice.com.

1 **INTERROGATORY NO. 10:**

2 For each person or entity that has acted as a recruiter or intermediary to explore, evaluate,
 3 consider or obtain Employment for You, identify the person or entity and describe what they did
 4 for You and when.

5 **ANSWER TO INTERROGATORY NO. 10:**

6 Plaintiffs object to Request No. 10 as overbroad, unduly burdensome, and unlikely to lead
 7 to the discovery of admissible evidence because the Interrogatory is not limited in scope to
 8 matters relevant to this lawsuit or to any specific time period. Thus, Plaintiff objects that this
 9 Interrogatory seeks information that is not relevant to any party's claims, defenses or the subject
 10 matter involved in this action. To the extent that the Interrogatory is overbroad, Plaintiff also
 11 objects on the basis of privacy.

12 Subject to and without waiving any the general or specific objections, Plaintiff answers
 13 Interrogatory No. 10 as follows:

14 Plaintiff did not hire any recruiter or intermediary, as Plaintiff understands those terms as
 15 used by Defendants, to explore, evaluate, consider or obtain employment.

16 **INTERROGATORY NO. 11:**

17 Separately for each agreement alleged to be unlawful in Your Consolidated Amended
 18 Complaint, identify all persons who were aware of any aspect of the agreement at any time before
 19 You filed Your lawsuit, describe what You believe that person knew about the referenced
 20 agreement and identify the basis and source of Your belief.

21 **ANSWER TO INTERROGATORY NO. 11:**

22 Plaintiff objects to Interrogatory No. 11 as vague and ambiguous because it is not clear
 23 whether this Interrogatory asks for information Plaintiff had prior to the filing of a lawsuit. To
 24 the extent this Interrogatory seeks information that Plaintiff knows through his involvement in
 25 this litigation, Plaintiff objects to the extent such information is protected by the attorney-client
 26 privilege and/or the work-product doctrine. To the extent that the Interrogatory is overbroad,
 27 Plaintiff also objects on the basis of privacy.

28 Subject to and without waiving any general or specific objections, Plaintiff answers

1 Interrogatory No. 11 as follows:

2 Plaintiff was not aware of specific individuals involved in the agreements or who had
3 knowledge of the agreements alleged in Plaintiffs' Consolidated Amended Complaint prior to the
4 filing of the action.

5 **INTERROGATORY NO. 12:**

6 Describe Your Communications with anyone (other than Your attorneys of record in this
7 case) relating to any agreement or other conduct alleged to be unlawful in this case including
8 without limitation the person's name and address, the date of the Communication, as detailed a
9 description of the Communication as possible, and any related Documents.

10 **ANSWER TO INTERROGATORY NO. 12:**

11 Plaintiff objects to Interrogatory No. 12 to the extent it calls for information protected by
12 the common-interest privilege, attorney-client privilege, and/or work-product doctrine. To the
13 extent that the Interrogatory is overbroad, Plaintiff also objects on the basis of privacy.

14 Subject to and without waiving any the general or specific objections, Plaintiff answers
15 Interrogatory No. 12 as follows:

16 Plaintiff has not had any such communications.

17 **INTERROGATORY NO. 13:**

18 For each injury or damages that You or any other person incurred as a result of the
19 allegations in the Consolidated Amended Complaint, describe in detail the injury or damages
20 including without limitation the type of injury or damages, who incurred it, what specific conduct
21 or omission caused it, the dates that it occurred, and the date that the person incurring it learned of
22 the injury or damages.

23 **ANSWER TO INTERROGATORY NO. 13:**

24 Plaintiff objects to Interrogatory No. 13 to the extent that it impermissibly seeks the
25 premature disclosure of information that will be the subject of expert reports and testimony. Such
26 expert opinion will be disclosed in accordance with the Orders of the Court and the applicable
27 Rules of Civil Procedure. Plaintiff further objects that this is a premature contention
28 interrogatory. Plaintiff further objects to the Interrogatory on the grounds that it seeks improper

1 discovery of absent class members and is therefore overbroad and unduly burdensome. To the
 2 extent that the Interrogatory is overbroad, Plaintiff also objects on the basis of privacy.

3 Subject to and without waiving any the general or specific objections, Plaintiff answers
 4 Interrogatory No. 13 as follows:

5 Plaintiff states that the agreements among the Defendants alleged in the Consolidated
 6 Amended Complaint, and the actions and inactions of Defendants in furtherance of those
 7 agreements, limited his employment opportunities and suppressed his compensation.

8 **INTERROGATORY NO. 14:**

9 State all facts and inferences (including the source for each) that support Your contention
 10 that one or more alleged agreement involving the Defendants had an anticompetitive effect on
 11 You, or anyone else, and identify any related Documents.

12 **ANSWER TO INTERROGATORY NO. 14:**

13 Plaintiffs object to Interrogatory No. 14 as a premature contention interrogatory. Plaintiff
 14 also objects to this Interrogatory to the extent that it calls for information protected by the
 15 attorney-client privilege and/or the work-product doctrine. Plaintiff further objects to the extent
 16 this interrogatory calls for a legal conclusion regarding any “anticompetitive effects” of
 17 Defendants’ illegal conduct. Plaintiff further objects to the extent the information requested will
 18 be the subject of expert reports and testimony. Such expert opinion will be disclosed in
 19 accordance with the Orders of the Court and the applicable Rules of Civil Procedure. Plaintiffs
 20 further object to the extent that most such “facts” are in Defendants’ possession and have not yet
 21 been produced or otherwise discovered in this case. To the extent that the Interrogatory is
 22 overbroad, Plaintiff also objects on the basis of privacy.

23 Based upon the foregoing general and specific objections, Plaintiff will not answer
 24 Interrogatory No. 14 at this time, but reserves the right to supplement and/or amend this Answer
 25 at the end of discovery.

26

27

28

1 Dated: June 7, 2012

LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

2 By: /s/ Dean M. Harvey
3 Dean M. Harvey

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7 Interim Co-Lead Counsel for Plaintiffs and the Proposed Class

[Additional counsel listed on signature page]

CONFIDENTIAL - ATTORNEYS' EYES ONLY

16 IN RE: HIGH-TECH EMPLOYEE
ANTITRUST LITIGATION

Master Docket No. 11-CV-2509-LHK

THIS DOCUMENT RELATES TO:

**PLAINTIFF MARK FICHTNER'S
SUPPLEMENTAL ANSWERS AND
OBJECTIONS TO DEFENDANTS'
FIRST SET OF INTERROGATORIES**

10 || ALL ACTIONS

21 PROFOUNDING PARTY: Defendants

RESPONDING PARTY: Plaintiff Mark Fichtner

SET NUMBER: One

Pursuant to Rule 33 of the Federal Rules of Civil Procedure and the Local Rules of the
United States District Court for the Northern District of California, Plaintiff Mark Fichtner
("Plaintiff"), provides answers to Defendants' First Set Interrogatories as follows:

PRELIMINARY STATEMENT

The Answers set forth below are based upon information and documents currently available to Plaintiff. Plaintiff's investigation and discovery in this matter is not complete. Additional investigation and discovery may disclose further information relevant to these Answers, as could information and documents obtained from Defendants through additional discovery procedures. Accordingly, Plaintiff reserves the right to amend, alter, supplement, modify, or otherwise revise these Answers.

Further, the Answers herein contain extremely sensitive and confidential information, production of which on a "CONFIDENTIAL" basis would create a substantial risk of serious harm that cannot be avoided through less restrictive means. This document is therefore designated CONFIDENTIAL - ATTORNEYS' EYES ONLY.

GENERAL OBJECTIONS

The following General Objections apply to each and every applicable Interrogatory, and are incorporated by reference into each and every applicable Answer as if set forth in full in each Response.

1. Plaintiff objects to the instructions and definitions of the terms "Communication" and "Documents" purportedly made a part of the Interrogatories to the extent that they impose duties and/or responsibilities beyond that which is required by the Federal Rules of Civil Procedure or the Local Rules of the United States District Court for the Northern District of California.

2. Plaintiff objects to the Interrogatories as overbroad to the extent they are not limited by relevant time period. Plaintiff will construe each Interrogatory as pertaining to the period beginning at the time Plaintiff began working for the employer immediately preceding the first time that Plaintiff worked for a Defendant, and ending at the time Plaintiff began working for the employer that employed Plaintiff immediately after Plaintiff was last employed by a Defendant.

3. Plaintiff objects to the Interrogatories to the extent they call for information protected by the attorney-client privilege, the work product doctrine, or any other constitutional,

1 statutory, or common law privilege or protection, including Plaintiff's privacy rights, or the
2 privacy rights of others, or any other lawfully recognized privilege or immunity from disclosure
3 that may attach to information requested by the interrogatory.

4 4. In responding to the Interrogatories, Plaintiff does not adopt, embrace or accept
5 any term or definition employed by Defendants. These responses are made based upon Plaintiff's
6 interpretation of words contained in the Interrogatory, unless a specific definition or instruction
7 has been agreed upon.

8 Subject to, and without waiving, any of the foregoing objections, Plaintiff answers as
9 follows:

10 **ANSWERS AND OBJECTIONS TO INTERROGATORIES**

11 **INTERROGATORY NO. 1:**

12 State all names that You have ever used or been known by.

13 **ANSWER TO INTERROGATORY NO. 1:**

14 Plaintiff objects to Interrogatory No. 1 as overbroad, unduly burdensome, and unlikely to
15 lead to the discovery of admissible evidence, including because the Interrogatory is not limited in
16 scope to any specific time period and seeks irrelevant information. To the extent that the
17 Interrogatory is overbroad, Plaintiff also objects on the basis of privacy.

18 Subject to and without waiving any general or specific objection, Plaintiff answers
19 Interrogatory No. 1 as follows:

20 Mark Fichtner

21 **INTERROGATORY NO. 2:**

22 State all addresses where You have lived.

23 **ANSWER TO INTERROGATORY NO. 2:**

24 Plaintiff objects to Interrogatory No. 2 as overbroad, unduly burdensome, and unlikely to
25 lead to the discovery of admissible evidence, including because the Interrogatory is not limited in
26 scope to any specific time period and seeks irrelevant information. To the extent that the
27 Interrogatory is overbroad, Plaintiff also objects on the basis of privacy.

1 Subject to and without waiving any general or specific objection, Plaintiff answers
 2 Interrogatory No. 2 as follows:

3 Plaintiff has lived in St. Joseph's, Michigan; Logan, Utah; Stanfield, Arizona; and
 4 Chandler, Arizona. Plaintiff currently resides in Chandler, Arizona. Plaintiff's home address is:
 5 5619 West Chicago Street, Chandler, Arizona.

6 **INTERROGATORY NO. 3:**

7 Describe Your education in detail, including without limitation the schools or other
 8 instructional institutions You attend or have attended, the time periods You attend or have
 9 attended the institutions, the subjects You studied, and any degrees, licenses, or other
 10 certifications You obtained.

11 **ANSWER TO INTERROGATORY NO. 3:**

12 Plaintiff objects to Interrogatory No. 3 as overbroad and unlikely to lead to discoverable
 13 evidence, including because this Interrogatory is not limited to the relevant time period or the
 14 subject matter of the lawsuit. To the extent that the Interrogatory is overbroad, Plaintiff also
 15 objects on the basis of privacy.

16 Subject to and without waiving any general or specific objection, Plaintiff answers
 17 Interrogatory No. 3 as follows:

18 Plaintiff attended the University of Michigan from 1989 through 1993. Plaintiff received
 19 a bachelor of science degree in computer engineering.

20 Plaintiff served in the U.S. Army Reserves and was certified as a patient administration
 21 specialist in the summer of 1990.

22 **INTERROGATORY NO. 4:**

23 Describe Your Employment history in detail, including without limitation the name of the
 24 employer, the Job location (city and state), how You became aware of the Job opening, the date
 25 range of Your Employment, a description of Your Job duties for each position (and the dates You
 26 held each such position if You held more than one position with any given employer), a
 27 description of the Compensation You received for each Job including any adjustments made to
 28 such Compensation, and the reason Your Employment ended.

1 **ANSWER TO INTERROGATORY NO. 4:**

2 Plaintiff objects to Interrogatory No. 4 as overbroad, unduly burdensome, and unlikely to
 3 lead to the discovery of admissible evidence because the Interrogatory is not limited in scope to
 4 matters relevant to this lawsuit or to any specific time period. To the extent that the Interrogatory
 5 is overbroad, Plaintiff also objects on the basis of privacy.

6 Subject to and without waiving any general or specific objection, Plaintiff answers
 7 Interrogatory No. 4 as follows:

8 In high school, Plaintiff became aware of a summer job at TruGreen, LLC through a
 9 family member's recommendation. He worked there from March 1987 to September 1987. The
 10 job location was Stevensville, Michigan. [REDACTED]

11 Plaintiff's job duties included designing a marketing database and computerized regional budget
 12 evaluations and forecasting. Plaintiff left TruGreen because his summer job ended.

13 In college, Plaintiff became aware of a contract position at Jordan College through a
 14 family member's recommendation. He worked there from May 1990 to June 1990 and again in
 15 March 1991. The job location was Benton Harbor, Michigan. [REDACTED]

16 [REDACTED] Plaintiff's job duties included writing software to
 17 assess financial aid packages. Plaintiff left Jordan College because his project ended.

18 In college, Plaintiff became aware of a summer job at Professional Speech Services
 19 through a newspaper posting. He worked there from May 1991 through September 1991. The
 20 job location was Stevensville, Michigan. [REDACTED]

21 Plaintiff's job duties included developing software for managing accounts receivable and billing.
 22 Plaintiff left Professional Speech Services because his project ended.

23 In college, Plaintiff became aware of a summer internship at Zenith Data Systems through
 24 a friend's recommendation. He worked there from May 1992 through September 1992. The job
 25 location was St. Joseph's, Michigan. [REDACTED] Plaintiff's job duties
 26 included developing software to automate the running of PC benchmarking tools. Plaintiff left
 27 Zenith to finish his final year of college.

28 Intel recruited Plaintiff on campus when he was a student at the University of Michigan.

1 Plaintiff worked at Intel from July 1993 to November 2006. Plaintiff's salary ranged from
 2 \$37,000 to \$105,881 per year. Plaintiff received an at most \$20,037 executive bonus per year,
 3 and an at most \$6,825 profit sharing bonus per year. Plaintiff also received 19,480 shares of
 4 stock, and 800 restrictive shares during the span of his employment with Intel. Job locations
 5 included Chandler, Arizona and Folsom, California. From July 1993 through July 1996, Plaintiff
 6 worked as a junior software engineer in the consulting and programming resource group. Duties
 7 included completing software-training tools. From July 1996 through July 1999, Plaintiff worked
 8 as a senior software engineer in the digital imaging and video division. Duties included creating
 9 software for a digital camera and optimizing image-processing algorithms. From July 1999
 10 through May 2004, Plaintiff worked as a senior software engineer and manager in the desktop
 11 products group. Duties included managing teams to develop projects such as graphics tools,
 12 debugging tools, BIOS editors, and platform-installers. In addition to managing, Plaintiff also
 13 created software and evaluated code. From June 2004 through November 2006, Plaintiff worked
 14 as a software manager in the cellular and handheld group. Duties included hiring and training
 15 employees, developing software processes, and implementing software pieces such as an
 16 embedded RPC protocol. Plaintiff left Intel in November 2006 because his unit was acquired by
 17 Marvell Technology Group, Ltd.

18 Plaintiff worked for Marvell Technology Group, Ltd. from November 2006 through
 19 November 2007. The location was Chandler, Arizona. [REDACTED]
 20 [REDACTED]
 21 [REDACTED]

22 [REDACTED] Plaintiff worked as a software manager and his duties
 23 included managing a team responsible for .NET-based software used in host silicon validation
 24 and testing, and developing a circuit marginality test platform for graphically viewing the effects
 25 of various conditions on silicon products. Plaintiff left Marvell in November 2007 because he
 26 wanted to live in a location with a better climate.

27 Plaintiff then worked for Space Dynamics Laboratory at Utah State University from
 28 November 2007 through May 2008. Plaintiff found the open position through monster.com. The

1 location was North Logan, Utah. [REDACTED] Plaintiff worked as a
 2 senior software engineer. His duties included creating and supervising software code that
 3 supported military platforms, including unmanned aircraft. Plaintiff left Space Dynamics when
 4 he was unable to sell his house in Arizona.

5 Plaintiff obtained a position with Intel beginning in May 2008 and ending in May 2011.
 6 Plaintiff was contacted by a manager at Intel who told him to apply directly to the position.
 7 Plaintiff had previously worked with the manager on past engagements. The location was
 8 Chandler, Arizona. Plaintiff's salary ranged from \$108,000 to \$111,289 per year. Plaintiff
 9 received at most a \$14,411 executive bonus per year and at most a \$7,088 profit sharing bonus
 10 per year. Plaintiff also received 3,010 in restrictive shares during the span of his employment
 11 with Intel. Plaintiff worked as a senior software engineer in the chipset software group (May
 12 2008 to August 2010) and in the yield and engineering analysis group (August 2010 to May
 13 2011). His duties included leading teams in developing software for visualizing factory test data,
 14 among other projects. Plaintiff left Intel in May 2011 because his salary did not increase
 15 sufficiently.

16 Plaintiff obtained his current position with Marvell beginning in May 2011. Plaintiff was
 17 contacted by a manager at Marvell who told him to apply directly to the position, after a friend
 18 recommended Plaintiff to the manager. The location is Chandler, Arizona. [REDACTED]
 19 [REDACTED]

20 [REDACTED] Plaintiff works as a
 21 software engineer developing infrastructure software and silicon security tests.

22 **INTERROGATORY NO. 5:**

23 Describe each Job for which You have applied, including the name of the employer, the
 24 Job location (city and state), the name of position, how You became aware of the Job opening, a
 25 description of the duties of the Job, a description of the Compensation offered for the Job, and the
 26 date and the outcome of Your application (e.g., You did not receive a response, You were not
 27 offered the Job, You were offered the Job and declined it, You were offered and accepted the Job,
 28 etc.).

1 **ANSWER TO INTERROGATORY NO. 5:**

2 Plaintiff objects to Request No. 5 as overbroad, unduly burdensome, and unlikely to lead
3 to the discovery of admissible evidence because the Interrogatory is not limited in scope to
4 matters relevant to this lawsuit or to any specific time period. To the extent that the Interrogatory
5 is overbroad, Plaintiff also objects on the basis of privacy.

6 Subject to and without waiving any general or specific objection, Plaintiff answers
7 Interrogatory No. 5 as follows:

8 Apart from Plaintiff's response to Interrogatory No. 4, Plaintiff has a specific recollection
9 of applying to the following employers. [REDACTED]

10 [REDACTED]
11 [REDACTED]
12 [REDACTED]

13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]

19 **INTERROGATORY NO. 6:**

20 For each Job listed in Interrogatories 4 and 5 above, describe any negotiation of any
21 aspect of Compensation, including without limitation the date and outcome of each negotiation,
22 and identify all participants.

23 **ANSWER TO INTERROGATORY NO. 6:**

24 Plaintiffs object to Interrogatory No. 6 as overbroad and unlikely to lead to the discovery
25 of admissible evidence because the Interrogatory is not limited in scope to matters relevant to this
26 lawsuit or to any specific time period. Plaintiff further objects to the use of the undefined terms
27 "negotiation," "aspect," "outcome" and "participants" as vague and ambiguous. To the extent
28 that the Interrogatory is overbroad, Plaintiff also objects on the basis of privacy.

1 Subject to and without waiving any general or specific objection, Plaintiff answers
2 Interrogatory No. 6 as follows:

3 Prior to accepting employment at Marvell in May 2011, [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]

7 **INTERROGATORY NO. 7:**

8 Describe every source of information You have obtained or received about available Jobs
9 or Compensation for Jobs other than Your own.

10 **ANSWER TO INTERROGATORY NO. 7:**

11 Plaintiff objects to Interrogatory No. 7 as overbroad and unlikely to lead to the discovery
12 of admissible evidence because the Interrogatory is not limited in scope to matters relevant to this
13 lawsuit or to any specific time period. To the extent that the Interrogatory is overbroad, Plaintiff
14 also objects on the basis of privacy.

15 Subject to and without waiving any the general or specific objections, Plaintiff answers
16 Interrogatory No. 7 as follows:

17 Plaintiff used the following sources of information regarding jobs or compensation other
18 than his own: co-workers, professional contacts, and internet resources (such as monster.com).

19 **INTERROGATORY NO. 8**

20 Describe every Cold Call You have ever received, including the approximate date, Your
21 employer at the time, the identity of the person or organization contacting You, and the identity of
22 the opportunity discussed, describe the purpose and subject matter of the Cold Call, and fully
23 Describe Your response (*e.g.*, You ignored it, You responded to it, You pursued the employment
24 opportunity, You changed Jobs as a result).

25 **ANSWER TO INTERROGATORY NO. 8:**

26 Plaintiff objects to Interrogatory No. 8 as overbroad, unduly burdensome, and unlikely to
27 lead to the discovery of admissible evidence, including because the Interrogatory is not limited in
28 scope to matters relevant to this lawsuit or to any specific time period. To the extent that the

1 Interrogatory is overbroad, Plaintiff also objects on the basis of privacy.

2 Subject to and without waiving any the general or specific objections, Plaintiff answers

3 Interrogatory No. 8 as follows:

4 Plaintiff has no specific recollection of receiving a cold call.

5 **INTERROGATORY NO. 9:**

6 Describe all efforts made by You to obtain Employment which have not otherwise been
7 described in response to Interrogatory Nos. 4-8.

8 **ANSWER TO INTERROGATORY NO. 9:**

9 Plaintiff objects to Interrogatory No. 9 overbroad, unduly burdensome, and unlikely to
10 lead to the discovery of admissible evidence because the Interrogatory is not limited in scope to
11 matters relevant to this lawsuit or to any specific time period. To the extent that the Interrogatory
12 is overbroad, Plaintiff also objects on the basis of privacy.

13 Subject to and without waiving any the general or specific objections, Plaintiff answers
14 Interrogatory No. 9 as follows:

15 Plaintiff does not recollect making any efforts not set forth in the preceding Answers.

16 **INTERROGATORY NO. 10:**

17 For each person or entity that has acted as a recruiter or intermediary to explore, evaluate,
18 consider or obtain Employment for You, identify the person or entity and describe what they did
19 for You and when.

20 **ANSWER TO INTERROGATORY NO. 10:**

21 Plaintiffs object to Request No. 10 as overbroad, unduly burdensome, and unlikely to lead
22 to the discovery of admissible evidence because the Interrogatory is not limited in scope to
23 matters relevant to this lawsuit or to any specific time period. Thus, Plaintiff objects that this
24 Interrogatory seeks information that is not relevant to any party's claims, defenses or the subject
25 matter involved in this action. To the extent that the Interrogatory is overbroad, Plaintiff also
26 objects on the basis of privacy.

27 Subject to and without waiving any the general or specific objections, Plaintiff answers
28 Interrogatory No. 10 as follows:

1 Plaintiff did not hire any recruiter or intermediary to explore, evaluate, consider or obtain
2 employment.

3 **INTERROGATORY NO. 11:**

4 Separately for each agreement alleged to be unlawful in Your Consolidated Amended
5 Complaint, identify all persons who were aware of any aspect of the agreement at any time before
6 You filed Your lawsuit, describe what You believe that person knew about the referenced
7 agreement and identify the basis and source of Your belief.

8 **ANSWER TO INTERROGATORY NO. 11:**

9 Plaintiff objects to Interrogatory No. 11 as vague and ambiguous because it is not clear
10 whether this Interrogatory asks for information Plaintiff had prior to the filing of a lawsuit. To
11 the extent this Interrogatory seeks information that Plaintiff knows through his involvement in
12 this litigation, Plaintiff objects to the extent such information is protected by the attorney-client
13 privilege and/or the work-product doctrine. To the extent that the Interrogatory is overbroad,
14 Plaintiff also objects on the basis of privacy.

15 Subject to and without waiving any general or specific objections, Plaintiff answers
16 Interrogatory No. 11 as follows:

17 Plaintiff was not aware of specific individuals involved in the agreements or who had
18 knowledge of the agreements alleged in Plaintiffs' Consolidated Amended Complaint prior to the
19 filing of the action.

20 **INTERROGATORY NO. 12:**

21 Describe Your Communications with anyone (other than Your attorneys of record in this
22 case) relating to any agreement or other conduct alleged to be unlawful in this case including
23 without limitation the person's name and address, the date of the Communication, as detailed a
24 description of the Communication as possible, and any related Documents.

1 **ANSWER TO INTERROGATORY NO. 12:**

2 Plaintiff objects to Interrogatory No. 12 to the extent it calls for information protected by
3 the common-interest privilege, attorney-client privilege, and/or work-product doctrine. To the
4 extent that the Interrogatory is overbroad, Plaintiff also objects on the basis of privacy.

5 Subject to and without waiving any the general or specific objections, Plaintiff answers
6 Interrogatory No. 12 as follows:

7 Plaintiff has not had any such communications.

8 **INTERROGATORY NO. 13:**

9 For each injury or damages that You or any other person incurred as a result of the
10 allegations in the Consolidated Amended Complaint, describe in detail the injury or damages
11 including without limitation the type of injury or damages, who incurred it, what specific conduct
12 or omission caused it, the dates that it occurred, and the date that the person incurring it learned of
13 the injury or damages.

14 **ANSWER TO INTERROGATORY NO. 13:**

15 Plaintiff objects to Interrogatory No. 13 to the extent that it impermissibly seeks the
16 premature disclosure of information that will be the subject of expert reports and testimony. Such
17 expert opinion will be disclosed in accordance with the Orders of the Court and the applicable
18 Rules of Civil Procedure. Plaintiff further objects that this is a premature contention
19 interrogatory. Plaintiff further objects to the Interrogatory on the grounds that it seeks improper
20 discovery of absent class members and is therefore overbroad and unduly burdensome. To the
21 extent that the Interrogatory is overbroad, Plaintiff also objects on the basis of privacy.

22 Subject to and without waiving any the general or specific objections, Plaintiff answers
23 Interrogatory No. 13 as follows:

24 Plaintiff states that the agreements among the Defendants alleged in the Consolidated
25 Amended Complaint, and the actions and inactions of Defendants in furtherance of those
26 agreements, limited his employment opportunities and suppressed his compensation.

1 **INTERROGATORY NO. 14:**

2 State all facts and inferences (including the source for each) that support Your contention
3 that one or more alleged agreement involving the Defendants had an anticompetitive effect on
4 You, or anyone else, and identify any related Documents.

5 **ANSWER TO INTERROGATORY NO. 14:**

6 Plaintiffs object to Interrogatory No. 14 as a premature contention interrogatory. Plaintiff
7 also objects to this Interrogatory to the extent that it calls for information protected by the
8 attorney-client privilege and/or the work-product doctrine. Plaintiff further objects to the extent
9 this interrogatory calls for a legal conclusion regarding any “anticompetitive effects” of
10 Defendants’ illegal conduct. Plaintiff further objects to the extent the information requested will
11 be the subject of expert reports and testimony. Such expert opinion will be disclosed in
12 accordance with the Orders of the Court and the applicable Rules of Civil Procedure. Plaintiffs
13 further object to the extent that most such “facts” are in Defendants’ possession and have not yet
14 been produced or otherwise discovered in this case. To the extent that the Interrogatory is
15 overbroad, Plaintiff also objects on the basis of privacy.

16 Based upon the foregoing general and specific objections, Plaintiff will not answer
17 Interrogatory No. 14 at this time, but reserves the right to supplement and/or amend this Answer
18 at the end of discovery.

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1 Dated: June 7, 2012

LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

2 By: /s/ Dean M. Harvey
3 Dean M. Harvey

4 Richard M. Heimann (State Bar No. 63607)
5 Kelly M. Dermody (State Bar No. 171716)
6 Eric B. Fastiff (State Bar No. 182260)
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23 *Counsel for Plaintiffs and the Proposed Class*

VERIFICATION

I have reviewed the answers to the interrogatories set out in this document. I declare under penalty of perjury of the laws of the United States that these answers are true and correct to the best of my knowledge.

Dated: June 6 , 2012


Mark Fichtner

Mark Fichtner

1 Richard M. Heimann (State Bar No. 63607)
2 Kelly M. Dermody (State Bar No. 171716)
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18 *Interim Co-Lead Counsel for Plaintiffs and the Proposed
19 Class*

20 [Additional counsel listed on signature page]

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28
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

CONFIDENTIAL - ATTORNEYS' EYES ONLY

19 IN RE: HIGH-TECH EMPLOYEE
20 ANTITRUST LITIGATION

Master Docket No. 11-CV-2509-LHK

21 THIS DOCUMENT RELATES TO:

**PLAINTIFF SIDDHARTH
HARIHARAN'S SUPPLEMENTAL
ANSWERS AND OBJECTIONS TO
DEFENDANTS' FIRST SET OF
INTERROGATORIES**

22 ALL ACTIONS

23
24
25 PROPOUNDING PARTY: Defendants

26 RESPONDING PARTY: Plaintiff Siddharth Hariharan

27 SET NUMBER: One

Pursuant to Rule 33 of the Federal Rules of Civil Procedure and the Local Rules of the United States District Court for the Northern District of California, Plaintiff Siddharth Hariharan ("Plaintiff"), provides answers to Defendants' First Set Interrogatories as follows:

PRELIMINARY STATEMENT

The Answers set forth below are based upon information and documents currently available to Plaintiff. Plaintiff's investigation and discovery in this matter is not complete. Additional investigation and discovery may disclose further information relevant to these Answers, as could information and documents obtained from Defendants through additional discovery procedures. Accordingly, Plaintiff reserves the right to amend, alter, supplement, modify, or otherwise revise these Answers.

Further, the Answers herein contain extremely sensitive and confidential information, production of which on a "CONFIDENTIAL" basis would create a substantial risk of serious harm that cannot be avoided through less restrictive means. This document is therefore designated CONFIDENTIAL - ATTORNEYS' EYES ONLY.

GENERAL OBJECTIONS

The following General Objections apply to each and every applicable Interrogatory, and are incorporated by reference into each and every applicable Answer as if set forth in full in each Response.

1. Plaintiff objects to the instructions and definitions of the terms "Communication" and "Documents" purportedly made a part of the Interrogatories to the extent that they impose duties and/or responsibilities beyond that which is required by the Federal Rules of Civil Procedure or the Local Rules of the United States District Court for the Northern District of California.

2. Plaintiff objects to the Interrogatories as overbroad to the extent they are not limited by relevant time period. Plaintiff will construe each Interrogatory as pertaining to the period beginning at the time Plaintiff began working for the employer immediately preceding the first time that Plaintiff worked for a Defendant, and ending at the time Plaintiff began working for the employer that employed Plaintiff immediately after Plaintiff was last employed by a

Defendant.

3. Plaintiff objects to the Interrogatories to the extent they call for information protected by the attorney-client privilege, the work product doctrine, or any other constitutional, statutory, or common law privilege or protection, including Plaintiff's privacy rights, or the privacy rights of others, or any other lawfully recognized privilege or immunity from disclosure that may attach to information requested by the interrogatory.

4. In responding to the Interrogatories, Plaintiff does not adopt, embrace or accept any term or definition employed by Defendants. These responses are made based upon Plaintiff's interpretation of words contained in the Interrogatory, unless a specific definition or instruction has been agreed upon.

Subject to, and without waiving, any of the foregoing objections, Plaintiff answers as follows:

ANSWERS AND OBJECTIONS TO INTERROGATORIES

INTERROGATORY NO. 1:

State all names that You have ever used or been known by.

ANSWER TO INTERROGATORY NO. 1:

Plaintiff objects to Interrogatory No. 1 as overbroad, unduly burdensome, and unlikely to lead to the discovery of admissible evidence, including because the Interrogatory is not limited in scope to any specific time period and seeks irrelevant information. To the extent that the Interrogatory is overbroad, Plaintiff also objects on the basis of privacy.

Subject to and without waiving any general or specific objection, Plaintiff answers Interrogatory No. 1 as follows:

Siddharth Hariharan.

Neil Haran.

INTERROGATORY NO. 2:

State all addresses where You have lived.

ANSWER TO INTERROGATORY NO. 2:

Plaintiff objects to Interrogatory No. 2 as overbroad, unduly burdensome, and unlikely to

1 lead to the discovery of admissible evidence, including because the Interrogatory is not limited in
2 scope to any specific time period and seeks irrelevant information. To the extent that the
3 Interrogatory is overbroad, Plaintiff also objects on the basis of privacy.

4 Subject to and without waiving any general or specific objection, Plaintiff answers
5 Interrogatory No. 2 as follows:

6 Plaintiff has lived in Surrey, British Columbia, Canada, and San Francisco, California.
7 Plaintiff currently resides in San Francisco, California. Plaintiff's home address is: 579 Potrero
8 Avenue, San Francisco, California, 94110.

9 **INTERROGATORY NO. 3:**

10 Describe Your education in detail, including without limitation the schools or other
11 instructional institutions You attend or have attended, the time periods You attend or have
12 attended the institutions, the subjects You studied, and any degrees, licenses, or other
13 certifications You obtained.

14 **ANSWER TO INTERROGATORY NO. 3:**

15 Plaintiff objects to Interrogatory No. 3 as overbroad and unlikely to lead to discoverable
16 evidence, including because this Interrogatory is not limited to the relevant time period or the
17 subject matter of the lawsuit. To the extent that the Interrogatory is overbroad, Plaintiff also
18 objects on the basis of privacy.

19 Subject to and without waiving any general or specific objection, Plaintiff answers
20 Interrogatory No. 3 as follows:

21 Plaintiff attended Art Institute CDIS from approximately 2000 to 2002 and received a
22 diploma in Game Design and Applied Programming Masters.

23 Plaintiff attended Simon Fraser University from approximately 2004 to 2005. Plaintiff's
24 studies included computer science.

25 **INTERROGATORY NO. 4:**

26 Describe Your Employment history in detail, including without limitation the name of the
27 employer, the Job location (city and state), how You became aware of the Job opening, the date
28 range of Your Employment, a description of Your Job duties for each position (and the dates You

1 held each such position if You held more than one position with any given employer), a
 2 description of the Compensation You received for each Job including any adjustments made to
 3 such Compensation, and the reason Your Employment ended.

4 **ANSWER TO INTERROGATORY NO. 4:**

5 Plaintiff objects to Interrogatory No. 4 as overbroad, unduly burdensome, and unlikely to
 6 lead to the discovery of admissible evidence because the Interrogatory is not limited in scope to
 7 matters relevant to this lawsuit or to any specific time period. To the extent that the Interrogatory
 8 is overbroad, Plaintiff also objects on the basis of privacy.

9 Subject to and without waiving any general or specific objection, Plaintiff answers
 10 Interrogatory No. 4 as follows:

11 Plaintiff became aware of the software engineer position at Radical Entertainment by
 12 directly applying for the position. He worked there from October 2002 to September 2005. The
 13 job location was Vancouver, Canada. [REDACTED] s
 14 [REDACTED] o

15 [REDACTED] Duties included developing tools and applications for game development.
 16 Plaintiff left Radical Entertainment to pursue better opportunities.

17 Plaintiff became aware of the software engineer position at Electronic Arts through a
 18 friend's recommendation. He worked there from September 2005 through December 2006. The
 19 job location was Burnaby, Canada. [REDACTED] per year. Duties
 20 included developing tools and applications for digital artists and game developers. Plaintiff left
 21 Electronic Arts in approximately December 15, 2006 to pursue better job opportunities and to live
 22 in a new location in the United States.

23 Plaintiff became aware of the Lucasfilm position through a cold call from Lucasfilm.
 24 Plaintiff began work for Lucasfilm on January 8, 2007 as a software engineer. The job location
 25 was San Francisco, California. [REDACTED] a

26 [REDACTED] Duties included performing a variety of software engineering tasks,
 27 including digital animation and game development. Plaintiff left Lucasfilm on approximately
 28 August 15, 2008, because he became aware of a better job opportunity that offered more

1 compensation, and because of Lucasfilm's employment practices.

2 Plaintiff became aware of the senior software engineer position at Zynga position through
3 a cold call from Zynga. Plaintiff began work for Zynga in August 2008. The job location was
4 San Francisco, California. [REDACTED] f
5 [REDACTED]
6 [REDACTED]

7 Duties included performing a variety of software engineering tasks related to
8 digital animation and game development. Plaintiff left Zynga in April 2010 to found his own
company.

9 Following Zynga, Plaintiff founded InEarth in April 2010. Plaintiff is chief executive
10 officer and focuses on building social games.

11 **INTERROGATORY NO. 5:**

12 Describe each Job for which You have applied, including the name of the employer, the
13 Job location (city and state), the name of position, how You became aware of the Job opening, a
14 description of the duties of the Job, a description of the Compensation offered for the Job, and the
15 date and the outcome of Your application (e.g., You did not receive a response, You were not
16 offered the Job, You were offered the Job and declined it, You were offered and accepted the Job,
17 etc.).

18 **ANSWER TO INTERROGATORY NO. 5:**

19 Plaintiff objects to Request No. 5 as overbroad, unduly burdensome, and unlikely to lead
20 to the discovery of admissible evidence because the Interrogatory is not limited in scope to
21 matters relevant to this lawsuit or to any specific time period. To the extent that the Interrogatory
22 is overbroad, Plaintiff also objects on the basis of privacy.

23 Subject to and without waiving any general or specific objection, Plaintiff answers
24 Interrogatory No. 5 as follows:

25 Apart from Plaintiff's response to Interrogatory No. 4 [REDACTED] a
26 [REDACTED] e
27 [REDACTED] n
28 [REDACTED]

1 [REDACTED]
2 [REDACTED],
3 [REDACTED]d
4 [REDACTED]er
5 [REDACTED]).

6 **INTERROGATORY NO. 6:**

7 For each Job listed in Interrogatories 4 and 5 above, describe any negotiation of any
8 aspect of Compensation, including without limitation the date and outcome of each negotiation,
9 and identify all participants.

10 **ANSWER TO INTERROGATORY NO. 6:**

11 Plaintiffs object to Interrogatory No. 6 as overbroad and unlikely to lead to the discovery
12 of admissible evidence because the Interrogatory is not limited in scope to matters relevant to this
13 lawsuit or to any specific time period. Plaintiff further objects to the use of the undefined terms
14 “negotiation,” “aspect,” “outcome” and “participants” as vague and ambiguous. To the extent
15 that the Interrogatory is overbroad, Plaintiff also objects on the basis of privacy.

16 Subject to and without waiving any general or specific objection, Plaintiff answers
17 Interrogatory No. 6 as follows:

18 Plaintiff has never negotiated his compensation.

19 **INTERROGATORY NO. 7:**

20 Describe every source of information You have obtained or received about available Jobs
21 or Compensation for Jobs other than Your own.

22 **ANSWER TO INTERROGATORY NO. 7:**

23 Plaintiff objects to Interrogatory No. 7 as overbroad and unlikely to lead to the discovery
24 of admissible evidence because the Interrogatory is not limited in scope to matters relevant to this
25 lawsuit or to any specific time period. To the extent that the Interrogatory is overbroad, Plaintiff
26 also objects on the basis of privacy.

27 Subject to and without waiving any the general or specific objections, Plaintiff answers
28 Interrogatory No. 7 as follows:

1 Plaintiff used the following sources of information regarding jobs or compensation other
2 than his own: cold calls received, co-workers, professional contacts, and internet resources (such
3 as LinkedIn).

4 **INTERROGATORY NO. 8**

5 Describe every Cold Call You have ever received, including the approximate date, Your
6 employer at the time, the identity of the person or organization contacting You, and the identity of
7 the opportunity discussed, describe the purpose and subject matter of the Cold Call, and fully
8 Describe Your response (e.g., You ignored it, You responded to it, You pursued the employment
9 opportunity, You changed Jobs as a result).

10 **ANSWER TO INTERROGATORY NO. 8:**

11 Plaintiff objects to Interrogatory No. 8 as overbroad, unduly burdensome, and unlikely to
12 lead to the discovery of admissible evidence, including because the Interrogatory is not limited in
13 scope to matters relevant to this lawsuit or to any specific time period. To the extent that the
14 Interrogatory is overbroad, Plaintiff also objects on the basis of privacy.

15 Subject to and without waiving any the general or specific objections, Plaintiff answers
16 Interrogatory No. 8 as follows. Based on Plaintiff's best recollection, he received the following
17 cold calls, in addition to those described in the Answers above:

18 While Plaintiff was employed by Electronic Arts, Laika, Inc. cold called Plaintiff in an
19 attempt to have him apply for a software engineer position in Colorado. Plaintiff declined.

20 While Plaintiff was employed by Lucasfilm, Google Inc. cold called Plaintiff in an
21 attempt to have him apply for a software engineer position in California. Plaintiff declined.

22 **INTERROGATORY NO. 9:**

23 Describe all efforts made by You to obtain Employment which have not otherwise been
24 described in response to Interrogatory Nos. 4-8.

25 **ANSWER TO INTERROGATORY NO. 9:**

26 Plaintiff objects to Interrogatory No. 9 overbroad, unduly burdensome, and unlikely to
27 lead to the discovery of admissible evidence because the Interrogatory is not limited in scope to
28 matters relevant to this lawsuit or to any specific time period. To the extent that the Interrogatory

1 is overbroad, Plaintiff also objects on the basis of privacy.

2 Subject to and without waiving any the general or specific objections, Plaintiff answers
3 Interrogatory No. 9 as follows:

4 Plaintiff does not recollect making any efforts not set forth in the preceding Answers.

5 **INTERROGATORY NO. 10:**

6 For each person or entity that has acted as a recruiter or intermediary to explore, evaluate,
7 consider or obtain Employment for You, identify the person or entity and describe what they did
8 for You and when.

9 **ANSWER TO INTERROGATORY NO. 10:**

10 Plaintiffs object to Request No. 10 as overbroad, unduly burdensome, and unlikely to lead
11 to the discovery of admissible evidence because the Interrogatory is not limited in scope to
12 matters relevant to this lawsuit or to any specific time period. Thus, Plaintiff objects that this
13 Interrogatory seeks information that is not relevant to any party's claims, defenses or the subject
14 matter involved in this action. To the extent that the Interrogatory is overbroad, Plaintiff also
15 objects on the basis of privacy.

16 Subject to and without waiving any the general or specific objections, Plaintiff answers
17 Interrogatory No. 10 as follows:

18 Plaintiff has not hired any recruiter or intermediary to explore, evaluate, consider or obtain
19 employment.

20 **INTERROGATORY NO. 11:**

21 Separately for each agreement alleged to be unlawful in Your Consolidated Amended
22 Complaint, identify all persons who were aware of any aspect of the agreement at any time before
23 You filed Your lawsuit, describe what You believe that person knew about the referenced
24 agreement and identify the basis and source of Your belief.

25 **ANSWER TO INTERROGATORY NO. 11:**

26 Plaintiff objects to Interrogatory No. 11 as vague and ambiguous because it is not clear
27 whether this Interrogatory asks for information Plaintiff had prior to the filing of a lawsuit. To
28 the extent this Interrogatory seeks information that Plaintiff knows through his involvement in

1 this litigation, Plaintiff objects to the extent such information is protected by the attorney-client
2 privilege and/or the work-product doctrine. To the extent that the Interrogatory is overbroad,
3 Plaintiff also objects on the basis of privacy.

4 Subject to and without waiving any general or specific objections, Plaintiff answers
5 Interrogatory No. 11 as follows:

6 Plaintiff was not aware of specific individuals involved in the agreements or who had
7 knowledge of the agreements alleged in Plaintiffs' Consolidated Amended Complaint prior to the
8 filing of the action.

9 **INTERROGATORY NO. 12:**

10 Describe Your Communications with anyone (other than Your attorneys of record in this
11 case) relating to any agreement or other conduct alleged to be unlawful in this case including
12 without limitation the person's name and address, the date of the Communication, as detailed a
13 description of the Communication as possible, and any related Documents.

14 **ANSWER TO INTERROGATORY NO. 12:**

15 Plaintiff objects to Interrogatory No. 12 to the extent it calls for information protected by
16 the common-interest privilege, attorney-client privilege, and/or work-product doctrine. To the
17 extent that the Interrogatory is overbroad, Plaintiff also objects on the basis of privacy.

18 Subject to and without waiving any the general or specific objections, Plaintiff answers
19 Interrogatory No. 12 as follows:

20 Plaintiff has not had any such communications.

21 **INTERROGATORY NO. 13:**

22 For each injury or damages that You or any other person incurred as a result of the
23 allegations in the Consolidated Amended Complaint, describe in detail the injury or damages
24 including without limitation the type of injury or damages, who incurred it, what specific conduct
25 or omission caused it, the dates that it occurred, and the date that the person incurring it learned of
26 the injury or damages.

27 **ANSWER TO INTERROGATORY NO. 13:**

28 Plaintiff objects to Interrogatory No. 13 to the extent that it impermissibly seeks the

1 premature disclosure of information that will be the subject of expert reports and testimony. Such
 2 expert opinion will be disclosed in accordance with the Orders of the Court and the applicable
 3 Rules of Civil Procedure. Plaintiff further objects that this is a premature contention
 4 interrogatory. Plaintiff further objects to the Interrogatory on the grounds that it seeks improper
 5 discovery of absent class members and is therefore overbroad and unduly burdensome. To the
 6 extent that the Interrogatory is overbroad, Plaintiff also objects on the basis of privacy.

7 Subject to and without waiving any the general or specific objections, Plaintiff answers
 8 Interrogatory No. 13 as follows:

9 Plaintiff states that the agreements among the Defendants alleged in the Consolidated
 10 Amended Complaint, and the actions and inactions of Defendants in furtherance of those
 11 agreements, limited his employment opportunities and suppressed his compensation.

12 **INTERROGATORY NO. 14:**

13 State all facts and inferences (including the source for each) that support Your contention
 14 that one or more alleged agreement involving the Defendants had an anticompetitive effect on
 15 You, or anyone else, and identify any related Documents.

16 **ANSWER TO INTERROGATORY NO. 14:**

17 Plaintiffs object to Interrogatory No. 14 as a premature contention interrogatory. Plaintiff
 18 also objects to this Interrogatory to the extent that it calls for information protected by the
 19 attorney-client privilege and/or the work-product doctrine. Plaintiff further objects to the extent
 20 this interrogatory calls for a legal conclusion regarding any "anticompetitive effects" of
 21 Defendants' illegal conduct. Plaintiff further objects to the extent the information requested will
 22 be the subject of expert reports and testimony. Such expert opinion will be disclosed in
 23 accordance with the Orders of the Court and the applicable Rules of Civil Procedure. Plaintiffs
 24 further object to the extent that most such "facts" are in Defendants' possession and have not yet
 25 been produced or otherwise discovered in this case. To the extent that the Interrogatory is
 26 overbroad, Plaintiff also objects on the basis of privacy.

Based upon the foregoing general and specific objections, Plaintiff will not answer Interrogatory No. 14 at this time, but reserves the right to supplement and/or amend this Answer at the end of discovery.

Dated: June 5, 2012

LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

By: /s/ Dean M. Harvey
Dean M. Harvey

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Counsel for Plaintiffs and the Proposed Class

VERIFICATION

I have reviewed the answers to the interrogatories set out in this document. I declare under penalty of perjury of the laws of the United States that these answers are true and correct to the best of my knowledge.

6 Dated: June 8, 2012

Siddharth Hariharan

1 Richard M. Heimann (State Bar No. 63607)
2 Kelly M. Dermody (State Bar No. 171716)
3 Eric B. Fastiff (State Bar No. 182260)
4 Brendan P. Glackin (State Bar No. 199643)
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7 *Interim Lead Counsel for Plaintiffs and the Proposed Class*

[Additional counsel listed on signature page]

CONFIDENTIAL - ATTORNEYS' EYES ONLY

16 IN RE: HIGH-TECH EMPLOYEE
ANTITRUST LITIGATION

Master Docket No. 11-CV-2509-LHK

THIS DOCUMENT RELATES TO:

**PLAINTIFF BRANDON MARSHALL'S
SUPPLEMENTAL ANSWERS AND
OBJECTIONS TO DEFENDANTS'
FIRST SET OF INTERROGATORIES**

19 || ALL ACTIONS

PROFOUNDING PARTY: Defendants

RESPONDING PARTY: Plaintiff Brandon Marshall

SET NUMBER: One

Pursuant to Rule 33 of the Federal Rules of Civil Procedure and the Local Rules of the
United States District Court for the Northern District of California, Plaintiff Brandon Marshall
("Plaintiff"), provides answers to Defendants' First Set Interrogatories as follows:

PRELIMINARY STATEMENT

The Answers set forth below are based upon information and documents currently available to Plaintiff. Plaintiff's investigation and discovery in this matter is not complete. Additional investigation and discovery may disclose further information relevant to these Answers, as could information and documents obtained from Defendants through additional discovery procedures. Accordingly, Plaintiff reserves the right to amend, alter, supplement, modify, or otherwise revise these Answers.

Further, the Answers herein contain extremely sensitive and confidential information, production of which on a "CONFIDENTIAL" basis would create a substantial risk of serious harm that cannot be avoided through less restrictive means. This document is therefore designated CONFIDENTIAL - ATTORNEYS' EYES ONLY.

GENERAL OBJECTIONS

The following General Objections apply to each and every applicable Interrogatory, and are incorporated by reference into each and every applicable Answer as if set forth in full in each Response.

1. Plaintiff objects to the instructions and definitions of the terms "Communication" and "Documents" purportedly made a part of the Interrogatories to the extent that they impose duties and/or responsibilities beyond that which is required by the Federal Rules of Civil Procedure or the Local Rules of the United States District Court for the Northern District of California.

2. Plaintiff objects to the Interrogatories as overbroad to the extent they are not limited by relevant time period. Plaintiff will construe each Interrogatory as pertaining to the period beginning at the time Plaintiff graduated from college through the present, unless Plaintiff held a job during high school relevant to his qualifications.

3. Plaintiff objects to the Interrogatories to the extent they call for information protected by the attorney-client privilege, the work product doctrine, or any other constitutional, statutory, or common law privilege or protection, including Plaintiff's privacy rights, or the privacy rights of others, or any other lawfully recognized privilege or immunity from disclosure

1 that may attach to information requested by the interrogatory.

2 4. In responding to the Interrogatories, Plaintiff does not adopt, embrace or accept
3 any term or definition employed by Defendants. These responses are made based upon Plaintiff's
4 interpretation of words contained in the Interrogatory, unless a specific definition or instruction
5 has been agreed upon.

6 Subject to, and without waiving, any of the foregoing objections, Plaintiff answers as
7 follows:

8 **ANSWERS AND OBJECTIONS TO INTERROGATORIES**

9 **INTERROGATORY NO. 1:**

10 State all names that You have ever used or been known by.

11 **ANSWER TO INTERROGATORY NO. 1:**

12 Plaintiff objects to Interrogatory No. 1 as overbroad, unduly burdensome, and unlikely to
13 lead to the discovery of admissible evidence, including because the Interrogatory is not limited in
14 scope to any specific time period and seeks irrelevant information. To the extent that the
15 Interrogatory is overbroad, Plaintiff also objects on the basis of privacy.

16 Subject to and without waiving any general or specific objection, Plaintiff answers
17 Interrogatory No. 1 as follows:

18 Brandon Marshall

19 **INTERROGATORY NO. 2:**

20 State all addresses where You have lived.

21 **ANSWER TO INTERROGATORY NO. 2:**

22 Plaintiff objects to Interrogatory No. 2 as overbroad, unduly burdensome, and unlikely to
23 lead to the discovery of admissible evidence, including because the Interrogatory is not limited in
24 scope to any specific time period and seeks irrelevant information. To the extent that the
25 Interrogatory is overbroad, Plaintiff also objects on the basis of privacy.

26 Subject to and without waiving any general or specific objection, Plaintiff answers
27 Interrogatory No. 2 as follows:

28 Plaintiff lived in Davis, California from 1995 to 1996. Plaintiff lived in Melbourne,

1 Australia from 1997 to 1998. Plaintiff lived in the San Francisco Bay Area in the first part of
 2 1999, and returned to Melbourne, Australia from late 1999 to 2000. Plaintiff again lived in the
 3 San Francisco Bay Area from December 2000 to December 2001. Plaintiff lived in Sacramento,
 4 California from January through December, 2002. Plaintiff lived in Melbourne, Australia from
 5 January to June, 2003. From June 2003 to the present, Plaintiff has lived in the San Francisco
 6 Bay Area. Plaintiff's current address is: 674 Morse Avenue, Apartment E, Sunnyvale, California,
 7 94085.

8 **INTERROGATORY NO. 3:**

9 Describe Your education in detail, including without limitation the schools or other
 10 instructional institutions You attend or have attended, the time periods You attend or have
 11 attended the institutions, the subjects You studied, and any degrees, licenses, or other
 12 certifications You obtained.

13 **ANSWER TO INTERROGATORY NO. 3:**

14 Plaintiff objects to Interrogatory No. 3 as overbroad and unlikely to lead to discoverable
 15 evidence, including because this Interrogatory is not limited to the relevant time period or the
 16 subject matter of the lawsuit. To the extent that the Interrogatory is overbroad, Plaintiff also
 17 objects on the basis of privacy.

18 Subject to and without waiving any general or specific objection, Plaintiff answers
 19 Interrogatory No. 3 as follows:

20 Plaintiff attended Foothill College from January of 1988 through March of 1989.

21 Plaintiff attended the University of California, Davis from March 1989 through June
 22 1991, and received a bachelor's of arts degree with a major in rhetoric.

23 Plaintiff attended Santa Clara University School of Law from August 1991 through May
 24 1994.

25 Plaintiff attended Swinburne University from January 2000 through November 2000, and
 26 received a graduate certificate in computer science.

27 **INTERROGATORY NO. 4:**

28

1 Describe Your Employment history in detail, including without limitation the name of the
 2 employer, the Job location (city and state), how You became aware of the Job opening, the date
 3 range of Your Employment, a description of Your Job duties for each position (and the dates You
 4 held each such position if You held more than one position with any given employer), a
 5 description of the Compensation You received for each Job including any adjustments made to
 6 such Compensation, and the reason Your Employment ended.

7 **ANSWER TO INTERROGATORY NO. 4:**

8 Plaintiff objects to Interrogatory No. 4 as overbroad, unduly burdensome, and unlikely to
 9 lead to the discovery of admissible evidence because the Interrogatory is not limited in scope to
 10 matters relevant to this lawsuit or to any specific time period. To the extent that the Interrogatory
 11 is overbroad, Plaintiff also objects on the basis of privacy.

12 Subject to and without waiving any general or specific objection, Plaintiff answers
 13 Interrogatory No. 4 as follows:

14 Plaintiff became aware of the consultant position at Cisco Systems Inc., through an online
 15 placement agency for temporary workers. Plaintiff worked at Cisco from 1998 through 1999.

16 [REDACTED] The job location was San Jose, California. Duties included
 17 maintaining and ensuring accuracy of customer data. Plaintiff left Cisco to pursue more
 18 education in Australia.

19 Plaintiff became aware of the web developer position at Niku Corp. through the
 20 company's website. Plaintiff applied online. Plaintiff worked at Niku from January 2001
 21 through March 2001. [REDACTED] The job location was San Jose,
 22 California. Duties included creating the front-end interface, creating webpages, and
 23 implementing automation updates for departments. Plaintiff left Niku because he was laid off.

24 Plaintiff became aware of the software engineer position at RealNames Corp. through a
 25 friend's recommendation. Plaintiff worked at RealNames from May 2001 through December
 26 2001. [REDACTED] The job location was Redwood City, California.
 27 Duties included implementing, testing, and debugging RealNames's XML. Plaintiff left
 28 RealNames because he was laid off.

1 Plaintiff became aware of the IT manager position at Sandhill Management through an
 2 online recruitment website. Plaintiff worked at Sandhill from July 2003 to December 2003. The
 3 job location was Cupertino, California and Los Altos, California. Duties included maintaining
 4 the network for hotel clients, building websites for hotels, and marketing. Plaintiff left Sandhill
 5 Management because his employer terminated the position.

6 Plaintiff became aware of the contract web manager position at SBC Communications,
 7 Inc. through a recruiter who contacted Plaintiff after seeing the resume that Plaintiff had online.
 8 Plaintiff worked at SBC from Spring 2004 through February 2005. [REDACTED]

9 [REDACTED] The job location was San Ramon, California. Duties included testing web ordering flow,
 10 editing descriptive content for products, and verifying all products and services offered through
 11 the website. Plaintiff left SBC because his contract ended.

12 Plaintiff does not remember how he became aware of the software engineer position at
 13 mBlox Inc. Plaintiff worked at mBlox from February 2005 through April 2005. The job location
 14 was Sunnyvale, California. [REDACTED] Duties included relaying
 15 SMS messages from carrier to carrier. Plaintiff left mBlox to pursue better opportunities.

16 Following mBlox, Plaintiff returned to SBC as a contractor with similar duties from April
 17 2005 through August 2005. [REDACTED] Plaintiff left SBC because his
 18 contract ended.

19 Plaintiff became aware of the contract software engineer position at Modis, Inc. through
 20 an online recruitment website. Plaintiff worked for Modis as a contractor for Google, Inc. from
 21 August 2005 through July 2006. [REDACTED] The job location was Mountain
 22 View, California. Duties included developing software applications, conducting black-box
 23 testing of software applications, operating automated tests, and testing for software errors.
 24 Plaintiff left Modis because his contract ended and he believed he would have superior career
 25 opportunities at Adobe.

26 Plaintiff became aware of the software engineer position at Adobe Systems, Inc. through a
 27 cold call by an Adobe recruiter. Plaintiff worked for Adobe from July 2006 through December
 28 2006. The job location was San Jose, California. Plaintiff's compensation was \$67,000 per year.

1 Duties included integration testing and functional user interface testing for Adobe's creative suite.
 2 Plaintiff left Adobe because his compensation was insufficient and because of unsatisfactory
 3 working conditions.

4 Following Adobe, Plaintiff worked again for Modis at the same location and with similar
 5 job duties. [REDACTED] Plaintiff worked for Modis from December 2006 through
 6 April 2007. He left Modis because his contract ended.

7 Plaintiff became aware of the web producer position at Netpolarity, Inc. through an online
 8 recruitment website. Plaintiff worked at Netpolarity from May 2007 through August 2007. The
 9 job location was Cupertino, California. [REDACTED] Duties included maintaining,
 10 creating and updating web content. Plaintiff left Netpolarity to pursue better opportunities at
 11 4INFO.

12 Plaintiff became aware of the senior software engineer position at 4INFO, Inc. through a
 13 cold call by either a 4INFO recruiter or manager. Plaintiff worked at 4INFO from August 2007
 14 through May 2008. [REDACTED]

15 [REDACTED] The job location was San Mateo, California. Duties included
 16 exploratory and regression testing, developing automated tests, and discovery of security
 17 vulnerabilities. Plaintiff left 4INFO when his manager invited Plaintiff to join him at OnLive,
 18 Inc.

19 Plaintiff worked at OnLive, Inc. as a senior software engineer from May 2008 through
 20 March 2012. The job location was Palo Alto, California. [REDACTED]
 21 [REDACTED]
 22 [REDACTED]

23 [REDACTED] Duties include conducting tests, automating testing processes, and
 24 improving testing processes. Plaintiff left OnLive because his position was made obsolete.

25 Plaintiff became aware of a position at eTouch Systems Corp., working as a contractor for
 26 Google, from a former manager at Google. [REDACTED]

27 [REDACTED]. The job location is
 28 Mountain View, California. Job duties include testing Gmail features.

1 **INTERROGATORY NO. 5:**

2 Describe each Job for which You have applied, including the name of the employer, the
 3 Job location (city and state), the name of position, how You became aware of the Job opening, a
 4 description of the duties of the Job, a description of the Compensation offered for the Job, and the
 5 date and the outcome of Your application (e.g., You did not receive a response, You were not
 6 offered the Job, You were offered the Job and declined it, You were offered and accepted the Job,
 7 etc.).

8 **ANSWER TO INTERROGATORY NO. 5:**

9 Plaintiff objects to Request No. 5 as overbroad, unduly burdensome, and unlikely to lead
 10 to the discovery of admissible evidence because the Interrogatory is not limited in scope to
 11 matters relevant to this lawsuit or to any specific time period. To the extent that the Interrogatory
 12 is overbroad, Plaintiff also objects on the basis of privacy.

13 Subject to and without waiving any general or specific objection, Plaintiff answers
 14 Interrogatory No. 5 as follows:

15 Apart from Plaintiff's response to Interrogatory No. 4, Plaintiff applied to Google, Inc. for
 16 a software engineering position in Mountain View, California. Plaintiff applied in approximately
 17 March 2006. The application did not lead to an offer.

18 **INTERROGATORY NO. 6:**

19 For each Job listed in Interrogatories 4 and 5 above, describe any negotiation of any
 20 aspect of Compensation, including without limitation the date and outcome of each negotiation,
 21 and identify all participants.

22 **ANSWER TO INTERROGATORY NO. 6:**

23 Plaintiffs object to Interrogatory No. 6 as overbroad and unlikely to lead to the discovery
 24 of admissible evidence because the Interrogatory is not limited in scope to matters relevant to this
 25 lawsuit or to any specific time period. Plaintiff further objects to the use of the undefined terms
 26 “negotiation,” “aspect,” “outcome” and “participants” as vague and ambiguous. To the extent
 27 that the Interrogatory is overbroad, Plaintiff also objects on the basis of privacy.

28 Subject to and without waiving any general or specific objection, Plaintiff answers

1 Interrogatory No. 6 as follows:

2 [REDACTED]

3 [REDACTED]

4 **INTERROGATORY NO. 7:**

5 Describe every source of information You have obtained or received about available Jobs
6 or Compensation for Jobs other than Your own.

7 **ANSWER TO INTERROGATORY NO. 7:**

8 Plaintiff objects to Interrogatory No. 7 as overbroad and unlikely to lead to the discovery
9 of admissible evidence because the Interrogatory is not limited in scope to matters relevant to this
10 lawsuit or to any specific time period. To the extent that the Interrogatory is overbroad, Plaintiff
11 also objects on the basis of privacy.

12 Subject to and without waiving any the general or specific objections, Plaintiff answers
13 Interrogatory No. 7 as follows:

14 Plaintiff used the following sources of information regarding jobs or compensation other
15 than his own: cold calls, co-workers, professional contacts, and internet resources (such as
16 monster.com).

17 **INTERROGATORY NO. 8**

18 Describe every Cold Call You have ever received, including the approximate date, Your
19 employer at the time, the identity of the person or organization contacting You, and the identity of
20 the opportunity discussed, describe the purpose and subject matter of the Cold Call, and fully
21 Describe Your response (*e.g.*, You ignored it, You responded to it, You pursued the employment
22 opportunity, You changed Jobs as a result).

23 **ANSWER TO INTERROGATORY NO. 8:**

24 Plaintiff objects to Interrogatory No. 8 as overbroad, unduly burdensome, and unlikely to
25 lead to the discovery of admissible evidence, including because the Interrogatory is not limited in
26 scope to matters relevant to this lawsuit or to any specific time period. To the extent that the
27 Interrogatory is overbroad, Plaintiff also objects on the basis of privacy.

28 Subject to and without waiving any the general or specific objections, Plaintiff answers

1 Interrogatory No. 8 as follows:

2 Plaintiff has no specific recollection of receiving cold calls apart from the cold call
3 described in response to Interrogatory No. 4, above.

4 **INTERROGATORY NO. 9:**

5 Describe all efforts made by You to obtain Employment which have not otherwise been
6 described in response to Interrogatory Nos. 4-8.

7 **ANSWER TO INTERROGATORY NO. 9:**

8 Plaintiff objects to Interrogatory No. 9 overbroad, unduly burdensome, and unlikely to
9 lead to the discovery of admissible evidence because the Interrogatory is not limited in scope to
10 matters relevant to this lawsuit or to any specific time period. To the extent that the Interrogatory
11 is overbroad, Plaintiff also objects on the basis of privacy.

12 Subject to and without waiving any the general or specific objections, Plaintiff answers
13 Interrogatory No. 9 as follows:

14 Plaintiff does not recollect making any efforts not set forth in the preceding Answers.

15 **INTERROGATORY NO. 10:**

16 For each person or entity that has acted as a recruiter or intermediary to explore, evaluate,
17 consider or obtain Employment for You, identify the person or entity and describe what they did
18 for You and when.

19 **ANSWER TO INTERROGATORY NO. 10:**

20 Plaintiffs object to Request No. 10 as overbroad, unduly burdensome, and unlikely to lead
21 to the discovery of admissible evidence because the Interrogatory is not limited in scope to
22 matters relevant to this lawsuit or to any specific time period. Thus, Plaintiff objects that this
23 Interrogatory seeks information that is not relevant to any party's claims, defenses or the subject
24 matter involved in this action. To the extent that the Interrogatory is overbroad, Plaintiff also
25 objects on the basis of privacy.

26 Subject to and without waiving any the general or specific objections, Plaintiff answers
27 Interrogatory No. 10 as follows:

28 Plaintiff did not hire any recruiter or intermediary to explore, evaluate, consider or obtain

1 employment.

2 **INTERROGATORY NO. 11:**

3 Separately for each agreement alleged to be unlawful in Your Consolidated Amended
4 Complaint, identify all persons who were aware of any aspect of the agreement at any time before
5 You filed Your lawsuit, describe what You believe that person knew about the referenced
6 agreement and identify the basis and source of Your belief.

7 **ANSWER TO INTERROGATORY NO. 11:**

8 Plaintiff objects to Interrogatory No. 11 as vague and ambiguous because it is not clear
9 whether this Interrogatory asks for information Plaintiff had prior to the filing of a lawsuit. To
10 the extent this Interrogatory seeks information that Plaintiff knows through his involvement in
11 this litigation, Plaintiff objects to the extent such information is protected by the attorney-client
12 privilege and/or the work-product doctrine. To the extent that the Interrogatory is overbroad,
13 Plaintiff also objects on the basis of privacy.

14 Subject to and without waiving any general or specific objections, Plaintiff answers
15 Interrogatory No. 11 as follows:

16 Plaintiff was not aware of specific individuals involved in the agreements or who had
17 knowledge of the agreements alleged in Plaintiffs' Consolidated Amended Complaint prior to the
18 filing of the action.

19 **INTERROGATORY NO. 12:**

20 Describe Your Communications with anyone (other than Your attorneys of record in this
21 case) relating to any agreement or other conduct alleged to be unlawful in this case including
22 without limitation the person's name and address, the date of the Communication, as detailed a
23 description of the Communication as possible, and any related Documents.

24 **ANSWER TO INTERROGATORY NO. 12:**

25 Plaintiff objects to Interrogatory No. 12 to the extent it calls for information protected by
26 the common-interest privilege, attorney-client privilege, and/or work-product doctrine. To the
27 extent that the Interrogatory is overbroad, Plaintiff also objects on the basis of privacy.

28 Subject to and without waiving any the general or specific objections, Plaintiff answers

1 Interrogatory No. 12 as follows:

2 Plaintiff has not had any such communications.

3 **INTERROGATORY NO. 13:**

4 For each injury or damages that You or any other person incurred as a result of the
5 allegations in the Consolidated Amended Complaint, describe in detail the injury or damages
6 including without limitation the type of injury or damages, who incurred it, what specific conduct
7 or omission caused it, the dates that it occurred, and the date that the person incurring it learned of
8 the injury or damages.

9 **ANSWER TO INTERROGATORY NO. 13:**

10 Plaintiff objects to Interrogatory No. 13 to the extent that it impermissibly seeks the
11 premature disclosure of information that will be the subject of expert reports and testimony. Such
12 expert opinion will be disclosed in accordance with the Orders of the Court and the applicable
13 Rules of Civil Procedure. Plaintiff further objects that this is a premature contention
14 interrogatory. Plaintiff further objects to the Interrogatory on the grounds that it seeks improper
15 discovery of absent class members and is therefore overbroad and unduly burdensome. To the
16 extent that the Interrogatory is overbroad, Plaintiff also objects on the basis of privacy.

17 Subject to and without waiving any the general or specific objections, Plaintiff answers
18 Interrogatory No. 13 as follows:

19 Plaintiff states that the agreements among the Defendants alleged in the Consolidated
20 Amended Complaint, and the actions and inactions of Defendants in furtherance of those
21 agreements, limited his employment opportunities and suppressed his compensation.

22 **INTERROGATORY NO. 14:**

23 State all facts and inferences (including the source for each) that support Your contention
24 that one or more alleged agreement involving the Defendants had an anticompetitive effect on
25 You, or anyone else, and identify any related Documents.

26 **ANSWER TO INTERROGATORY NO. 14:**

27 Plaintiffs object to Interrogatory No. 14 as a premature contention interrogatory. Plaintiff
28 also objects to this Interrogatory to the extent that it calls for information protected by the

1 attorney-client privilege and/or the work-product doctrine. Plaintiff further objects to the extent
2 this interrogatory calls for a legal conclusion regarding any “anticompetitive effects” of
3 Defendants’ illegal conduct. Plaintiff further objects to the extent the information requested will
4 be the subject of expert reports and testimony. Such expert opinion will be disclosed in
5 accordance with the Orders of the Court and the applicable Rules of Civil Procedure. Plaintiffs
6 further object to the extent that most such “facts” are in Defendants’ possession and have not yet
7 been produced or otherwise discovered in this case. To the extent that the Interrogatory is
8 overbroad, Plaintiff also objects on the basis of privacy.

9 Based upon the foregoing general and specific objections, Plaintiff will not answer
10 Interrogatory No. 14 at this time, but reserves the right to supplement and/or amend this Answer
11 at the end of discovery.

Dated: June 4, 2012 LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

14 By: /s/ Dean M. Harvey
Dean M. Harvey

15 Richard M. Heimann (State Bar No. 63607)
16 Kelly M. Dermody (State Bar No. 171716)
17 Eric B. Fastiff (State Bar No. 182260)
18 Brendan P. Glackin (State Bar No. 199643)
19 Dean M. Harvey (State Bar No. 250298)
20 Anne B. Shaver (State Bar No. 255928)
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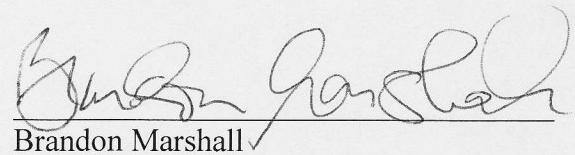
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Counsel for Plaintiffs and the Proposed Class

1 VERIFICATION

I have reviewed the answers to the interrogatories set out in this document. I declare under penalty of perjury of the laws of the United States that these answers are true and correct to the best of my knowledge.

Dated: June 5, 2012


Brandon Marshall

1 Richard M. Heimann (State Bar No. 63607)
2 Kelly M. Dermody (State Bar No. 171716)
3 Eric B. Fastiff (State Bar No. 182260)
4 Brendan P. Glackin (State Bar No. 199643)
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7 *Interim Lead Counsel for Plaintiffs and the Proposed Class*

[Additional counsel listed on signature page]

CONFIDENTIAL - ATTORNEYS' EYES ONLY

16 IN RE: HIGH-TECH EMPLOYEE
ANTITRUST LITIGATION

Master Docket No. 11-CV-2509-LHK

THIS DOCUMENT RELATES TO:

**PLAINTIFF DANIEL STOVER'S
SUPPLEMENTAL ANSWERS AND
OBJECTIONS TO DEFENDANTS'
FIRST SET OF INTERROGATORIES**

10 || ALL ACTIONS

21 PROFOUNDING PARTY: Defendants

RESPONDING PARTY: Plaintiff Daniel Stover

SET NUMBER: One

Pursuant to Rule 33 of the Federal Rules of Civil Procedure and the Local Rules of the
United States District Court for the Northern District of California, Plaintiff Daniel Stover
("Plaintiff"), provides answers to Defendants' First Set Interrogatories as follows:

PRELIMINARY STATEMENT

The Answers set forth below are based upon information and documents currently available to Plaintiff. Plaintiff's investigation and discovery in this matter is not complete. Additional investigation and discovery may disclose further information relevant to these Answers, as could information and documents obtained from Defendants through additional discovery procedures. Accordingly, Plaintiff reserves the right to amend, alter, supplement, modify, or otherwise revise these Answers.

Further, the Answers herein contain extremely sensitive and confidential information, production of which on a "CONFIDENTIAL" basis would create a substantial risk of serious harm that cannot be avoided through less restrictive means. This document is therefore designated CONFIDENTIAL - ATTORNEYS' EYES ONLY.

GENERAL OBJECTIONS

The following General Objections apply to each and every applicable Interrogatory, and are incorporated by reference into each and every applicable Answer as if set forth in full in each Response.

1. Plaintiff objects to the instructions and definitions of the terms "Communication" and "Documents" purportedly made a part of the Interrogatories to the extent that they impose duties and/or responsibilities beyond that which is required by the Federal Rules of Civil Procedure or the Local Rules of the United States District Court for the Northern District of California.

2. Plaintiff objects to the Interrogatories as overbroad to the extent they are not limited by relevant time period. Plaintiff will construe each Interrogatory as pertaining to the period beginning at the time Plaintiff graduated from college through the present, unless Plaintiff held a job during high school relevant to his qualifications.

3. Plaintiff objects to the Interrogatories to the extent they call for information protected by the attorney-client privilege, the work product doctrine, or any other constitutional, statutory, or common law privilege or protection, including Plaintiff's privacy rights, or the privacy rights of others, or any other lawfully recognized privilege or immunity from disclosure

1 that may attach to information requested by the interrogatory.

2 4. In responding to the Interrogatories, Plaintiff does not adopt, embrace or accept
3 any term or definition employed by Defendants. These responses are made based upon Plaintiff's
4 interpretation of words contained in the Interrogatory, unless a specific definition or instruction
5 has been agreed upon.

6 Subject to, and without waiving, any of the foregoing objections, Plaintiff answers as
7 follows:

8 **ANSWERS AND OBJECTIONS TO INTERROGATORIES**

9 **INTERROGATORY NO. 1:**

10 State all names that You have ever used or been known by.

11 **ANSWER TO INTERROGATORY NO. 1:**

12 Plaintiff objects to Interrogatory No. 1 as overbroad, unduly burdensome, and unlikely to
13 lead to the discovery of admissible evidence, including because the Interrogatory is not limited in
14 scope to any specific time period and seeks irrelevant information. To the extent that the
15 Interrogatory is overbroad, Plaintiff also objects on the basis of privacy.

16 Subject to and without waiving any general or specific objection, Plaintiff answers
17 Interrogatory No. 1 as follows:

18 Daniel Stover

19 **INTERROGATORY NO. 2:**

20 State all addresses where You have lived.

21 **ANSWER TO INTERROGATORY NO. 2:**

22 Plaintiff objects to Interrogatory No. 2 as overbroad, unduly burdensome, and unlikely to
23 lead to the discovery of admissible evidence, including because the Interrogatory is not limited in
24 scope to any specific time period and seeks irrelevant information. To the extent that the
25 Interrogatory is overbroad, Plaintiff also objects on the basis of privacy.

26 Subject to and without waiving any general or specific objection, Plaintiff answers
27 Interrogatory No. 2 as follows:

28 Plaintiff has lived in Oakland, California. Plaintiff currently resides in Seattle,

1 Washington. Plaintiff's address is: 1440 NW 64th Street, #302, Seattle, Washington 98107.

2 **INTERROGATORY NO. 3:**

3 Describe Your education in detail, including without limitation the schools or other
4 instructional institutions You attend or have attended, the time periods You attend or have
5 attended the institutions, the subjects You studied, and any degrees, licenses, or other
6 certifications You obtained.

7 **ANSWER TO INTERROGATORY NO. 3:**

8 Plaintiff objects to Interrogatory No. 3 as overbroad and unlikely to lead to discoverable
9 evidence, including because this Interrogatory is not limited to the relevant time period or the
10 subject matter of the lawsuit. To the extent that the Interrogatory is overbroad, Plaintiff also
11 objects on the basis of privacy.

12 Subject to and without waiving any general or specific objection, Plaintiff answers
13 Interrogatory No. 3 as follows:

14 Plaintiff attended Allegheny College from 1990 through 1996. Plaintiff studied, among
15 other subjects, chemistry and biology.

16 Plaintiff attended Carnegie Mellon University from 1996 through 2000. Plaintiff studied,
17 among other subjects, cultural anthropology and history.

18 **INTERROGATORY NO. 4:**

19 Describe Your Employment history in detail, including without limitation the name of the
20 employer, the Job location (city and state), how You became aware of the Job opening, the date
21 range of Your Employment, a description of Your Job duties for each position (and the dates You
22 held each such position if You held more than one position with any given employer), a
23 description of the Compensation You received for each Job including any adjustments made to
24 such Compensation, and the reason Your Employment ended.

25

26

27

28

1 **ANSWER TO INTERROGATORY NO. 4:**

2 Plaintiff objects to Interrogatory No. 4 as overbroad, unduly burdensome, and unlikely to
 3 lead to the discovery of admissible evidence because the Interrogatory is not limited in scope to
 4 matters relevant to this lawsuit or to any specific time period. To the extent that the Interrogatory
 5 is overbroad, Plaintiff also objects on the basis of privacy.

6 Subject to and without waiving any general or specific objection, Plaintiff answers
 7 Interrogatory No. 4 as follows:

8 Plaintiff became aware of the software engineer position at Collaborative Media, Inc. in
 9 San Francisco, California through a friend's recommendation. He worked there from January
 10 2000 through March 2001. [REDACTED] Duties
 11 included supporting developers in source code management. Plaintiff left Collaborative Media
 12 because the company closed.

13 Plaintiff became aware of the systems engineer position at Brodia Group, Inc. in San
 14 Francisco, California through a friend's recommendation. He worked there from April 2001 to
 15 September 2001. [REDACTED] Duties included release
 16 engineering and configuration managing of application servers. Plaintiff left Brodia because he
 17 was laid off.

18 Plaintiff became aware of the systems administrator position at Spark Art, Inc. in San
 19 Francisco, California through a friend's recommendation. He worked there from October 2001
 20 through August 2004. [REDACTED] Duties included
 21 maintaining and developing technology within the office. Plaintiff left Spark Art to pursue better
 22 opportunities.

23 Plaintiff became aware of the software engineer position at Restoration Hardware in Corte
 24 Madera, California through an online recruitment website. He worked there from October 2004
 25 through September 2005. [REDACTED] Duties included
 26 testing applications, managing platforms, and designing and implementing release systems.
 27 Plaintiff left Restoration Hardware to pursue better opportunities.

28 Plaintiff became aware of the contract web developer position at JPF Consultants, Inc. in

1 San Francisco, California through a friend's recommendation. He worked there from
 2 approximately July 2006 through November 2006. [REDACTED]

3 [REDACTED] Duties included implementing front-end user designs and launching product lines for Intuit,
 4 Inc. in Mountain View, California. While performing work at Intuit, an Intuit employee informed
 5 Plaintiff of an open position at Intuit. Plaintiff applied to the position to seek increased
 6 compensation, better benefits, and better career opportunities.

7 Plaintiff began working for Intuit as a web developer in approximately November 2006.
 8 The job location was Mountain View, California. Plaintiff's starting salary was \$70,000 per year
 9 and was increased to \$85,000 per year in approximately November 2007. Duties included
 10 working on product launches, implementing front-end redesigns, implementing continuous A/B
 11 tests, maintaining content, and participating in strategic decision-making across different
 12 properties. Beginning in August 2008, Plaintiff worked at Intuit as a senior software engineer,
 13 with a starting salary of \$90,000 per year. Plaintiff also received stocks valuing \$20,000 in
 14 December 2009. Duties included supporting the core framework of small business marketing
 15 sites and providing technical leadership for developers. Plaintiff left Intuit in December 2009
 16 after an unsuccessful attempt to negotiate a higher salary.

17 Following Intuit, Plaintiff worked as an independent consultant from December 2009
 18 through December 2010, focusing on web development and software engineering. Plaintiff
 19 [REDACTED] Since December 2010, Plaintiff has not
 20 engaged in anything related to technology, and has not been an employee.

21 **INTERROGATORY NO. 5:**

22 Describe each Job for which You have applied, including the name of the employer, the
 23 Job location (city and state), the name of position, how You became aware of the Job opening, a
 24 description of the duties of the Job, a description of the Compensation offered for the Job, and the
 25 date and the outcome of Your application (e.g., You did not receive a response, You were not
 26 offered the Job, You were offered the Job and declined it, You were offered and accepted the Job,
 27 etc.).

28 **ANSWER TO INTERROGATORY NO. 5:**

1 Plaintiff objects to Request No. 5 as overbroad, unduly burdensome, and unlikely to lead
2 to the discovery of admissible evidence because the Interrogatory is not limited in scope to
3 matters relevant to this lawsuit or to any specific time period. To the extent that the Interrogatory
4 is overbroad, Plaintiff also objects on the basis of privacy.

5 Subject to and without waiving any general or specific objection, Plaintiff answers
6 Interrogatory No. 5 as follows:

7 Plaintiff's response to Interrogatory No. 4 describes all positions for which Plaintiff
8 applied.

9 **INTERROGATORY NO. 6:**

10 For each Job listed in Interrogatories 4 and 5 above, describe any negotiation of any
11 aspect of Compensation, including without limitation the date and outcome of each negotiation,
12 and identify all participants.

13 **ANSWER TO INTERROGATORY NO. 6:**

14 Plaintiffs object to Interrogatory No. 6 as overbroad and unlikely to lead to the discovery
15 of admissible evidence because the Interrogatory is not limited in scope to matters relevant to this
16 lawsuit or to any specific time period. Plaintiff further objects to the use of the undefined terms
17 "negotiation," "aspect," "outcome" and "participants" as vague and ambiguous. To the extent
18 that the Interrogatory is overbroad, Plaintiff also objects on the basis of privacy.

19 Subject to and without waiving any general or specific objection, Plaintiff answers
20 Interrogatory No. 6 as follows:

21 During approximately October 2009 through December 2009, Plaintiff sought to increase
22 his compensation at Intuit by negotiating with his manager, Ravi Mohan. The negotiation was
23 unsuccessful.

24 **INTERROGATORY NO. 7:**

25 Describe every source of information You have obtained or received about available Jobs
26 or Compensation for Jobs other than Your own.

27 **ANSWER TO INTERROGATORY NO. 7:**

28 Plaintiff objects to Interrogatory No. 7 as overbroad and unlikely to lead to the discovery

1 of admissible evidence because the Interrogatory is not limited in scope to matters relevant to this
 2 lawsuit or to any specific time period. To the extent that the Interrogatory is overbroad, Plaintiff
 3 also objects on the basis of privacy.

4 Subject to and without waiving any the general or specific objections, Plaintiff answers
 5 Interrogatory No. 7 as follows:

6 Plaintiff used the following sources of information regarding jobs or compensation other
 7 than his own: cold calls received, co-workers, professional contacts, and internet resources (such
 8 as LinkedIn).

9 **INTERROGATORY NO. 8**

10 Describe every Cold Call You have ever received, including the approximate date, Your
 11 employer at the time, the identity of the person or organization contacting You, and the identity of
 12 the opportunity discussed, describe the purpose and subject matter of the Cold Call, and fully
 13 Describe Your response (*e.g.*, You ignored it, You responded to it, You pursued the employment
 14 opportunity, You changed Jobs as a result).

15 **ANSWER TO INTERROGATORY NO. 8:**

16 Plaintiff objects to Interrogatory No. 8 as overbroad, unduly burdensome, and unlikely to
 17 lead to the discovery of admissible evidence, including because the Interrogatory is not limited in
 18 scope to matters relevant to this lawsuit or to any specific time period. To the extent that the
 19 Interrogatory is overbroad, Plaintiff also objects on the basis of privacy.

20 Subject to and without waiving any the general or specific objections, Plaintiff answers
 21 Interrogatory No. 8 as follows.

22 On October 1, 2008, Plaintiff was cold called by a Salesforce recruiter regarding a
 23 software engineering position. The purpose of the cold call was to ask Plaintiff to apply to the
 24 open position. Plaintiff did not apply for the position.

25 **INTERROGATORY NO. 9:**

26 Describe all efforts made by You to obtain Employment which have not otherwise been
 27 described in response to Interrogatory Nos. 4-8.

28 **ANSWER TO INTERROGATORY NO. 9:**

1 Plaintiff objects to Interrogatory No. 9 overbroad, unduly burdensome, and unlikely to
 2 lead to the discovery of admissible evidence because the Interrogatory is not limited in scope to
 3 matters relevant to this lawsuit or to any specific time period. To the extent that the Interrogatory
 4 is overbroad, Plaintiff also objects on the basis of privacy.

5 Subject to and without waiving any the general or specific objections, Plaintiff answers
 6 Interrogatory No. 9 as follows:

7 Plaintiff does not recollect making any efforts not set forth in the preceding Answers.

8 **INTERROGATORY NO. 10:**

9 For each person or entity that has acted as a recruiter or intermediary to explore, evaluate,
 10 consider or obtain Employment for You, identify the person or entity and describe what they did
 11 for You and when.

12 **ANSWER TO INTERROGATORY NO. 10:**

13 Plaintiffs object to Request No. 10 as overbroad, unduly burdensome, and unlikely to lead
 14 to the discovery of admissible evidence because the Interrogatory is not limited in scope to
 15 matters relevant to this lawsuit or to any specific time period. Thus, Plaintiff objects that this
 16 Interrogatory seeks information that is not relevant to any party's claims, defenses or the subject
 17 matter involved in this action. To the extent that the Interrogatory is overbroad, Plaintiff also
 18 objects on the basis of privacy.

19 Subject to and without waiving any the general or specific objections, Plaintiff answers
 20 Interrogatory No. 10 as follows:

21 After leaving Intuit and becoming an independent contractor, Plaintiff worked with three
 22 recruiters to obtain consulting clients. No recruiter was working on behalf of a Defendant and no
 23 Defendant became a consulting client.

24 **INTERROGATORY NO. 11:**

25 Separately for each agreement alleged to be unlawful in Your Consolidated Amended
 26 Complaint, identify all persons who were aware of any aspect of the agreement at any time before
 27 You filed Your lawsuit, describe what You believe that person knew about the referenced
 28 agreement and identify the basis and source of Your belief.

1 **ANSWER TO INTERROGATORY NO. 11:**

2 Plaintiff objects to Interrogatory No. 11 as vague and ambiguous because it is not clear
3 whether this Interrogatory asks for information Plaintiff had prior to the filing of a lawsuit. To
4 the extent this Interrogatory seeks information that Plaintiff knows through his involvement in
5 this litigation, Plaintiff objects to the extent such information is protected by the attorney-client
6 privilege and/or the work-product doctrine. To the extent that the Interrogatory is overbroad,
7 Plaintiff also objects on the basis of privacy.

8 Subject to and without waiving any general or specific objections, Plaintiff answers
9 Interrogatory No. 11 as follows:

10 Plaintiff was not aware of specific individuals involved in the agreements or who had
11 knowledge of the agreements alleged in Plaintiffs' Consolidated Amended Complaint prior to the
12 filing of the action.

13 **INTERROGATORY NO. 12:**

14 Describe Your Communications with anyone (other than Your attorneys of record in this
15 case) relating to any agreement or other conduct alleged to be unlawful in this case including
16 without limitation the person's name and address, the date of the Communication, as detailed a
17 description of the Communication as possible, and any related Documents.

18 **ANSWER TO INTERROGATORY NO. 12:**

19 Plaintiff objects to Interrogatory No. 12 to the extent it calls for information protected by
20 the common-interest privilege, attorney-client privilege, and/or work-product doctrine. To the
21 extent that the Interrogatory is overbroad, Plaintiff also objects on the basis of privacy.

22 Subject to and without waiving any the general or specific objections, Plaintiff answers
23 Interrogatory No. 12 as follows:

24 Plaintiff has not had any such communications.

25 **INTERROGATORY NO. 13:**

26 For each injury or damages that You or any other person incurred as a result of the
27 allegations in the Consolidated Amended Complaint, describe in detail the injury or damages
28 including without limitation the type of injury or damages, who incurred it, what specific conduct

1 or omission caused it, the dates that it occurred, and the date that the person incurring it learned of
 2 the injury or damages.

3 **ANSWER TO INTERROGATORY NO. 13:**

4 Plaintiff objects to Interrogatory No. 13 to the extent that it impermissibly seeks the
 5 premature disclosure of information that will be the subject of expert reports and testimony. Such
 6 expert opinion will be disclosed in accordance with the Orders of the Court and the applicable
 7 Rules of Civil Procedure. Plaintiff further objects that this is a premature contention
 8 interrogatory. Plaintiff further objects to the Interrogatory on the grounds that it seeks improper
 9 discovery of absent class members and is therefore overbroad and unduly burdensome. To the
 10 extent that the Interrogatory is overbroad, Plaintiff also objects on the basis of privacy.

11 Subject to and without waiving any the general or specific objections, Plaintiff answers
 12 Interrogatory No. 13 as follows:

13 Plaintiff states that the agreements among the Defendants alleged in the Consolidated
 14 Amended Complaint, and the actions and inactions of Defendants in furtherance of those
 15 agreements, limited his employment opportunities and suppressed his compensation.

16 **INTERROGATORY NO. 14:**

17 State all facts and inferences (including the source for each) that support Your contention
 18 that one or more alleged agreement involving the Defendants had an anticompetitive effect on
 19 You, or anyone else, and identify any related Documents.

20 **ANSWER TO INTERROGATORY NO. 14:**

21 Plaintiffs object to Interrogatory No. 14 as a premature contention interrogatory. Plaintiff
 22 also objects to this Interrogatory to the extent that it calls for information protected by the
 23 attorney-client privilege and/or the work-product doctrine. Plaintiff further objects to the extent
 24 this interrogatory calls for a legal conclusion regarding any “anticompetitive effects” of
 25 Defendants’ illegal conduct. Plaintiff further objects to the extent the information requested will
 26 be the subject of expert reports and testimony. Such expert opinion will be disclosed in
 27 accordance with the Orders of the Court and the applicable Rules of Civil Procedure. Plaintiffs
 28 further object to the extent that most such “facts” are in Defendants’ possession and have not yet

been produced or otherwise discovered in this case. To the extent that the Interrogatory is overbroad, Plaintiff also objects on the basis of privacy.

3 Based upon the foregoing general and specific objections, Plaintiff will not answer
4 Interrogatory No. 14 at this time, but reserves the right to supplement and/or amend this Answer
5 at the end of discovery.

Dated: June 4, 2012

LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

By: /s/ *Dean M. Harvey*
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Counsel for Plaintiffs and the Proposed Class

VERIFICATION

I have reviewed the answers to the interrogatories set out in this document. I declare under penalty of perjury of the laws of the United States that these answers are true and correct to the best of my knowledge.

Dated: June 4, 2012


Daniel Stover